AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, September 12, 2023, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   September 5, 2023

7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of Christopher Raley for a waiver of the Noise Ordinance at 1906 Springhill Avenue on October 14, 2023, from 7:00 p.m. - 11:00 p.m. (District 1).

   Request of Virginia Kinnier for a waiver of the Noise Ordinance at 1215 Selma Street on September 22, 2023, from 6:00 p.m. - 10:00 p.m. (District 2).

   Request of Lifeline Counseling Services for a waiver of the Noise Ordinance at Cathedral Square on October 7, 2023, from 10:00 a.m. - 2:00 p.m. (District 2).

   Request of Caleb Mizell for a waiver of the Noise Ordinance at Medal of Honor Park on October 1, 2023, from 5:00 p.m. - 7:00 p.m. (District 5).

   Request of Clara King for a waiver of the Noise Ordinance at Public Safety Memorial Park on October 28, 2023, from 1:00 p.m. - 4:00 p.m. (District 5).

10. **PUBLIC HEARINGS**

    Public hearing to declare the structure at 170 N. Ann Street a public nuisance

and order it demolished/secured (District 2).

Public hearing to declare the structure at 1112 Newman Lane a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 325 E I-65 Service Road, S. a public nuisance and order it demolished/secured (District 5).

Public hearing to declare the structure at 259 Border Drive, W. a public nuisance and order it demolished (District 7).

Public hearing to assent to a vacation of a 40' undeveloped portion of a service road bordering 3812 and 3820 Cottage Hill Road (District 5).

Public hearing to consider a vacation of right-of-way fee as a condition of the vacation of a 40' undeveloped portion of a service road bordering 3812 and 3820 Cottage Hill Road (District 5).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Carolina Dallas - Ask the Council for the City to give stimulus payments to City residents to combat inflation.

Carla Lett - Concerns about no rail guards at the railroad crossing at Forest Hill Drive.

Tara McCook - Speaking in defense of the LGBT citizens and against attempts to divide the community with book bans and smear campaigns.

Thomas Holmes - Requests $55,315.00 be appropriated to The Arc of Mobile County, Inc. to restart community services for Mobile citizens with intellectual and developmental disabilities.

Christine Dallas - Asking for transparency and accountability for the death of Jawan Dallas.

Norma Moore - Inquire about the status of the investigation of her nephew's death that involved the police.

Phil Williams - Asking for the release of the body cam footage concerning the death of Jawan Daallas.

Dr. Roderick Van Daniel - Address family concerns with viewing the law enforcement videos about Jawan Dallas.

Reggie Hill - Recommended amendments to FY 24 budget and S4TF FY24 Pillars Challenge.

12. ORDINANCES HELD OVER

64-044 Consider approval of a proposed modification of a Planned Unit Development located at 2609 Cameron Street (sponsored by Councilmember Penn).

64-045 Consider approval of a proposed modification of a Planned Unit Development at 350, 400, 530, and 660 Dunlap Drive (sponsored by Councilmember Carroll).

13. RESOLUTIONS HELD OVER

01-980 Authorize agreement with Alabama Department of Transportation for U.S. Hwy. 45 streetscape improvements (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Nick Amberger Engineering Dept.).

01-981 Authorize Cruise Terminal and Berthing Agreement with Carnival Cruise Line (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-982 Authorize agreement with Johnathon Ames to provide tennis lessons and clinics for Parks & Recreation Dept.; NTE $80,000.00 per year (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

08-983 Approve purchase orders for fuel for various City departments (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-984 Approve purchase orders for fuel for the WAVE Transit System (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-985 Approve purchase order to Autonation Ford Mobile for 2 Ford F350 pickup trucks; $98,304.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-986 Approve purchase order to McKinney Petroleum Equipment to replace garage grease-room tanks, pumps and dispensing equipment; $79,097.40 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-987 Approve purchase order to Wastequip Manufacturing Company, LLC recycle bin compactor for DIP Recyling Center; $17,608.24 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-988 Approve purchase order to Emergency Equipment Professional, Inc. for tethered camera for MFRD; $37,159.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-989 Approve purchase order to Best Price Services, LLC for storm ditch clearing; $390,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-990 Approve purchase order to Truck Equipment Sales, Inc. for 5 Ford

F450 Crew-Cab Trucks with landscape bodies and 3 contractor dump bodies for Public Services; $371,860.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-991 Approve purchase order to Vector Solutions, Inc. for annual renewal of learning, performance, management, and apparatus checklist software for MFRD; $67,008.58 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-992 Approve purchase order to Smart Surround, LLC for fencing for DIP Recyling Drop-Off site; $27,307.70 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-993 Transfer funds from the General Fund to the Capital Project Fund #CO660 for invasive species removal at Brookley by the Bay; $22,500.00 (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

09-994 Allocate funds from Unassigned Fund Balance in the General Fund to various capital projects; $5,830,000.00 (sponsored by Mayor Stimpson) (submitted by Relya McMillian, Capital Projects).

13-995 Authorize change order #1 with McElhenney Construction Company, LLC for construction of the Three Mile Creek Greenway Trail; $1,904,166.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

13-996 Authorize change order #2 with WSP USA Environment & Infrastructure, Inc. for completion of the Storm Water Manual, Volume 1; $310,149.85 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

21-998 Authorize contract with Sain Associates, Inc. for Government Street and Royal Street traffic signal improvements; $30,000.00 (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering Dept.).

14. CONSENT RESOLUTIONS BEING INTRODUCED

02-1000 Authorize Memorandum of Understanding with Mobile County for transition of City services into annexed areas (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

31-1001 Authorize a grant application to The Recycling Partnership Foundation for the Residential Drop-Off Recycling Grant Program; $217,000.00 (No Local Match) (sponsored by Mayor Stimpson) (submitted by Casi Callaway, Resilience Dept.).

37-1002 Recommend approval to the ABC Board for issuance of a Retail Common Carrier License to Carnival Spirit; 201 S. Water Street (sponsored by

Councilmember Carroll).

37-1003 Recommend approval to the ABC Board for issuance of a Special Events Retail License to Sip N Paint; Mardi Gras Park (sponsored by Councilmember Carroll).

37-1004 Recommend approval to the ABC Board for issuance of a Special Events More than 60 Days License to Hampton Inn, 5478 Inn Road (sponsored by Councilmember Reynolds).

37-1005 Recommend approval to the ABC Board for issuance of a Special Events More than 60 Days License to Home 2 Suites by Hilton Tillman's Corner, 5460 Inn Road (sponsored by Councilmember Reynolds).

40-1006 Declare the structure at 170 N. Ann Street a public nuisance and order it demolished/secured (sponsored by Councilmember Carroll).

40-1007 Declare the structure at 1112 Newman Lane a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-1008 Declare the structure at 325 E I-65 Service Road, S. a public nuisance and order it demolished/secured (sponsored by Councilmember Daves).

40-1009 Declare the structure at 259 Border Drive, W. a public nuisance and order it demolished (sponsored by Councilmember Gregory).

60-1010 Approve award of special bonus to the Public Works at Large Employee of the Month; Dickinson (sponsored by Mayor Stimpson) (submitted by James DeLapp, Public Works Dept.).

60-1011 Approve award of special bonus to the Parks & Recreation Employee of the Month; Sullivan (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

60-1012 Determine an appropriation to Dearborn Young Men's Christian Assocation, Inc. serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1013 Determine an appropriation to Mobile Law Enforcement Foundation, Inc. serves a public purpose and approve payment (sponsored by Councilmembers Penn and Carroll) (submitted by Donna Bryars, Accounting Dept.).

15. RESOLUTIONS BEING INTRODUCED

01-1014 Authorize agreement with Alabama Export Railroad, Inc, for Michigan Avenue Crossing Railroad Agreement; $44,265.04 (sponsored by Councilmembers Carroll & Small and Mayor Stimpson) (submitted by Nick Amberger Engineering Dept.).

08-1015 Approve purchase order to Stivers Ford Lincoln, Inc. for 49 Ford F150 pickup trucks for MPD; $1,982,197.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1016 Approve purchase order to Sansom Equipment Co., Inc. for a garbage truck; $352,156.00 (sponsored by Mayor Stimpson)

08-1017 Approve purchase order to Donohoo Chevrolet, LLC for 18 Chevrolet Tahoes for MFRD; $900,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1018 Approve purchase order to Donohoo Chevrolet, LLC for 32 Chevrolet Tahoes for MPD; $1,600,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1019 Approve purchase order to Primary Arms, LLC for 17 semi-automatic rifles for MPD; $49,992.25 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1020 Approve purchase order to Cowin Equipment Co., Inc. for 2 excavators; $442,151.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1021 Authorize contract with WHC AL, LLC, d/b/a ZTrip, for parking shuttle service at the Cruise Terminal; NTE $50,000.00 per year (sponsored by Mayor Stimpson) (submitted by Sheila Guranus, Cruise Terminal).

21-1022 Authorize contract with Securitas Security Services USA, Inc. for unarmed security guard security services at the Cruise Terminal; NTE $75,000.00 per year (sponsored by Mayor Stimpson) (submitted by Sheila Gurganus, Cruise Terminal).

21-1023 Authorize contract with McElhenney Construction Company, LLC, for N. Washington Avenue Street and culvert repairs; $5,212,887.35 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Nick Amberger Engineering Dept.).

21-1024 Authorize contract with Emerald Coast Utilities Authority for receipt and processing of City recyclables; NTE $90,000.00 per year (sponsored by Mayor Stimpson) (submitted by Marc Vassallo, Public Services Dept.).

21-1025 Authorize contract with Terracon Consultants, Inc., for N. Washington Avenue street and culvert repairs; $50,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Nick Amberger Engineering Dept.).

47-1026 Assent to a vacation of a 40' undeveloped portion of a service road bordering 3812 and 3820 Cottage Hill Road (sponsored by Councilmember Daves).

47-1027 Consider a vacation of right-of-way fee as a condition of the vacation of a 40' undeveloped portion of a service road bordering 3812 and 3820 Cottage Hill Road (sponsored by Councilmember Daves).
03-1029 Approve the appointment of Ricard Lee Moore as Executive Director of Finance (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

09-1030 Adopt the 2023-2024 General Fund, Capital Improvement Fund, and Convention Center Fund budgets (sponsored by Mayor Stimpson).

16. CALL FOR PUBLIC HEARINGS

41-1028 Call for public hearing to rezone property located at 258 North Hamilton Street and 263 North Franklin Street, from T-4 and T-5.1 to T-4 (scheduled for October 17, 2023) (District 2).

17. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

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	9/11/2023 - 10:58 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Raley	Cover Memo	9/7/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/7/2023 - 9:57 AM

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: Christopher J Raley
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251.232.2775

Organization (if applicable) _____

Mailing Address of Applicant 158 Macy Place Mobile,Al 36604

Telephone No. 251.232.2775 E-mail address chrisraley55@gmail.com

Location or address of event where amplification will be used:
Bragg Mitchell 1906 Springhill Ave. Mobile Al. 36607

Date of Event: 10/14/2023 Starting Time: 7:00pm Ending Time 11:00pm

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

Type of Event: Wedding

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

D1

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

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
Kinnier	Cover Memo	9/7/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/7/2023 - 10:00 AM

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.

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Name of Applicant: Virginia Kinnier
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-490-2892

Organization (if applicable) Oakleigh Garden District Society

Mailing Address of Applicant 1203 Selma Street

Telephone No. 251-490-2892 E-mail address vneald@gmail.com

Location or address of event where amplification will be used:
1215 Selma Street Mobile, AL 36604

Date of Event: 9/22/23 Starting Time: 6 PM Ending Time 10PM

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

Type of Event: annual neighborhood "meet your neighbor" 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

D2

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

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
Brown	Cover Memo	9/7/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/7/2023 - 11:44 AM

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: Family Counseling Center of Mobile, Inc. (dba Lifelines Counseling Services)
PLEASE PRINT ALL INFORMATION

Home Phone Number: 2516020909 Cell Number: 2516100311

Organization (if applicable) _____

Mailing Address of Applicant 705 Oak Circle Drive East

Telephone No. _____ E-mail address cbrown@lifelinesmobile.org

Location or address of event where amplification will be used:
Cathedral Square

Date of Event: October 7, 2023 Starting Time: 10a Ending Time 2p
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: fundraiser

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

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Daves

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Mizell	Cover Memo	9/7/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/7/2023 - 10:02 AM

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: Caleb Mizell
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: (251) 385-1636

Organization (if applicable) Forest Hill Church of God

Mailing Address of Applicant 5508 Moffett Rd Mobile, AL 36618

Telephone No. _____ E-mail address _____

Location or address of event where amplification will be used:

Medal of Honor Park Field E

Date of Event: 10/1/2023 Starting Time: 5:00pm Ending Time 7:00 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Family Fall Night

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

Q5

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Daves

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
King	Cover Memo	9/7/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/7/2023 - 10:04 AM

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: Clara Cunningham King
PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 251-800-1492 or 251-421-7852

Organization (if applicable) _____

Mailing Address of Applicant 1822 Dublin St

Telephone No. 251-421-7852 E-mail address ClaraKing25@Yahoo.Com

Location or address of event where amplification will be used:

Public Safety Memorial Park

Date of Event: Oct 28-23 Starting Time: 1:00pm Ending Time 4:00pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Stop Bullying

Do you plan to sell alcohol at this event? ____ YES ___L___ 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

D5

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

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	9/7/2023 - 11:33 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

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	9/7/2023 - 11:37 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

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	9/7/2023 - 11:41 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

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	9/7/2023 - 11:44 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

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	9/7/2023 - 11:54 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

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	9/7/2023 - 11:56 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Carolina Dallas	Cover Memo	9/7/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/7/2023 - 2:07 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 9/7/2023 1:54 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Carolina Dallas

Date To Address Council: 2023-09-14

Address: 71 W Grant St Chickasaw AL 36611

Email: carolinadallas1@gmail.com

Phone: 2513014052

Subject And Specific Questions: Budget

Pertain To City Business: It is for the community.

Signature: Carolina Patricia Dallas

Signature Verify: X

Agree: X

Date Submitted: 2023-09-07 13:54:48

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

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Lett	Cover Memo	9/7/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/7/2023 - 10:10 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sat 8/19/2023 2:33 PM
To:City Clerk <cityclerk@cityofmobile.org>

2023 AUG 21 AM 9:10

CAUTION: External Email

Name: Carla Lett

Date To Address Council: 2023-09-12

Address: 6575 Red Maple Drive

Email: carlalett2@gmail.com

Phone: 2513775906

Subject And Specific Questions: Rail guards at railroad crossings. no crossing at Forest Hill Drive & Zeigler Dr.

Pertain To City Business: Community responsibility

Signature: Carla Lett

Signature Verify: X

Agree: X

Date Submitted: 2023-08-19 14:33:11

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

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
McCook	Cover Memo	9/7/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/7/2023 - 10:11 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Tue 9/5/2023 3:02 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Tara L. McCook

Date To Address Council: 2023-09-12

Address: 1750 Dauphin Street, Mobile, AL 36604

Email: tara.mccook@gmail.com

Phone: 225-200-5432

Subject And Specific Questions: Speaking in defense of LGBT Mobilians and against attempts to divide the community with book bans and smear campaigns

Pertain To City Business: The recent uptick in activist social media campaigns against Mobile's people, our library, and other important community institutions wastes our time and divides our city at a time when we should be building on our progress and welcoming our newest citizens in West Mobile.

Signature: Tara L. McCook

Signature Verify: X

Agree: X

Date Submitted: 2023-09-05 15:02:39

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

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Holmes	Cover Memo	9/7/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/7/2023 - 12:14 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 9/7/2023 12:11 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Thomas B. Holmes, Board President, The Arc of Mobile County, Inc.

Date To Address Council: 2023-09-12

Address: 2117 Charingwood Drive West, Mobile, AL 36695

Email: t_holmes@att.net

Phone: 251-287-6828

Subject And Specific Questions: Appropriation of $55,315.00 in City of Mobile funds (the same amount appropriated to the former Mobile Association for Retarded Citizens in FY 2017-2018) to The Arc of Mobile County, Inc. for the purpose of starting a new community day service program for Mobile citizens with intellectual and developmental disabilities and their families.

Pertain To City Business: Renews the City of Mobile's partnership and commitment to support community services for Mobile citizens with intellectual and developmental disabilities and their families.

Signature: Thomas B. Holmes

Signature Verify: X

Agree: X

Date Submitted: 2023-09-07 12:11:37

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

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	9/7/2023 - 10:13 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Moore	Cover Memo	9/7/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/7/2023 - 10:14 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Wed 9/6/2023 7:00 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: NORMA MOORE

Date To Address Council: 2023-09-12

Address: 11005 Argyle Road Irvington, AL 36544

Email: Normamoore1953@gmail.com

Phone: 251-327-2773

Subject And Specific Questions: Inquire about the status of the investigation of my nephew's death that involve the City of Mobile's police officers.

Pertain To City Business: The crime involved city employees.

Signature: Norma Moore

Signature Verify: X

Agree: X

Date Submitted: 2023-09-06 19:00:05

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

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Williams	Cover Memo	9/7/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/7/2023 - 10:16 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Tue 9/5/2023 3:37 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Phil Marso Williams

Date To Address Council: 2023-09-12

Address: 10523 Beverly Rd Irvington Al 36544

Email: glaze1209@gmail.com

Phone: 2513013012

Subject And Specific Questions: Death of Jawan Lee Mcgee-Dallas

Pertain To City Business: Asking for body cam of death of Jawan Lee Mcgee-Dallas

Signature: Phil Marso Williams

Signature Verify: X

Agree: X

Date Submitted: 2023-09-05 15:37:39

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

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Van Daniel	Cover Memo	9/7/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/7/2023 - 11:29 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 9/7/2023 10:32 AM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Dr. Roderick Van Daniel, Esquire

Date To Address Council: 2023-09-12

Address: 1501 15th Avenue South Birmingham Alabama

Email: vandaniel@rvdcivilrightsattorney.com

Phone: 2053179321

Subject And Specific Questions: Jawan Dallas - Family concerns with viewing the law enforcement videos

Pertain To City Business: Public Outcry - Disclosure of Law Enforcement Recordings - HB289

Signature: Dr. Roderick Van Daniel, Esquire

Signature Verify: X

Agree: X

Date Submitted: 2023-09-07 10:32:29

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

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

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	9/7/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/7/2023 - 2:13 PM

From: RJHILL II
To: Gauthier, Lana
Subject: 9/12 Agenda
Date: Thursday, September 7, 2023 1:56:00 PM

CAUTION: External Email

Madam Asst. City Clerk,

Good afternoon. I hope that all is well. This is a formal request to be added to the upcoming (9/12) Agenda.

I will address the following:

* Amendment recommendations for the FY24 Budget
* "S4TF" FY24 Pillars Challenge

Thank you for your attention to this matter. Many of us are grateful for the service of the City Clerk's Office.

Kindest Regards,

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

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Sponsored by:

Councilmember Penn

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	8/3/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/3/2023 - 11:44 AM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Planned Unit Development located at
2609 Cameron Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 5th day of September, 2023, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a Planned Unit Development located at 2609 Cameron Street.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development (PUD) was approved on January 21, 2010 to allow multiple buildings on a single building site and allow off-site parking on a separate building site for the property located at 2609 Cameron Street and 22 Tacon Street and described as follows:

LOT A, EBM MIDTOWN SUBDIVISION, AS RECORDED IN MAP BOOK 123 PAGE 89, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

AND

LOT 84, TACON PLACE, AS RECORDED IN DEED BOOK 116 PAGE 242, PROBATE RECORDS, MOBILE COUNTY, ALABAMA

WHEREAS, the owner of said property applied for a Major Modification of the PUD on June 22, 2023 to be consistent with the proposed subdivision.

WHEREAS, the Planning Commission held a public hearing on the requested modification on July 20, 2023 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Provision of a note on a recorded site plan stating future development or development of the site may require additional modification of the PUD to be approved by the Planning Commission and City Council;
2. Retention of at least the 10-foot minimum building setback line along Cameron Street and Alexander Street, as required by Section 64-2-13.E. of the Unified Development Code;
3. Revision of the site plan to illustrate the existing garage with carport addition;

4. Revision of the site plan to illustrate compliance with the conditions of approval for rezoning ordinance 64-044 (adopted June 18, 2002 by the Mobile City Council), or provision of a note on the recorded site plan stating the site must comply with the rezoning conditions;
5. Placement of a note on the recorded site plan stating the subdivision is denied direct access to Alexander Street;
6. Compliance with all Engineering comments noted in the staff report;
7. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report;
9. Compliance with all Fire Department comments noted in the staff report;
10. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
11. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. The request is consistent with all applicable requirements of this Chapter;
B. The request is compatible with the character of the surrounding neighborhood;
C. The request will not impede the orderly development and improvement of surrounding property;
D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    2. Includes adequate public facilities and utilities; The request will minimize traffic hazards and traffic congestion on the public roads;

E. The request will minimize traffic hazards and traffic congestion on the public roads;
F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. The request shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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

Section One: That the Major Modification of the PUD is hereby approved with the following required conditions:

1. Provision of a note on a recorded site plan stating future development or development of the site may require additional modification of the PUD to be approved by the Planning Commission and City Council;

2. Retention of at least the 10-foot minimum building setback line along Cameron Street and Alexander Street, as required by Section 64-2-13.E. of the Unified Development Code;
3. Revision of the site plan to illustrate the existing garage with carport addition;
4. Revision of the site plan to illustrate compliance with the conditions of approval for rezoning ordinance 64-044 (adopted June 18, 2002 by the Mobile City Council), or provision of a note on the recorded site plan stating the site must comply with the rezoning conditions;
5. Placement of a note on the recorded site plan stating the subdivision is denied direct access to Alexander Street;
6. Compliance with all Engineering comments noted in the staff report;
7. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report;
9. Compliance with all Fire Department comments noted in the staff report;
10. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
11. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 5th day of September, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 16th day of August, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 2609 Cameron Street and 22 Tacon Street.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on January 21, 2010. The owner of said property has applied for a Major Modification of the PUD to be consistent with the proposed subdivision. If approved, the modification will be consistent with the proposed subdivision subject to the following proposed conditions: 1. Provision of a note on a recorded site plan stating future development or development of the site may require additional modification of the PUD to be approved by the Planning Commission and City Council; 2. Retention of at least the 10-foot minimum building setback line along Cameron Street and Alexander Street, as required by Section 64-2-13.E. of the Unified Development Code; 3. Revision of the site plan to illustrate the existing garage with carport addition; 4. Revision of the site plan to illustrate compliance with the conditions of approval for rezoning ordinance 64-044 (adopted June 18, 2002 by the Mobile City Council), or provision of a note on the recorded site plan stating the site must comply with the rezoning conditions; 5. Placement of a note on the recorded site plan stating the subdivision is denied direct access to Alexander Street; 6. Compliance with all Engineering comments noted in the staff report; 7. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report; 8. Compliance with all Urban Forestry comments noted in the staff report; 9. Compliance with all Fire Department comments noted in the staff report; 10. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 11. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development (PUD) was approved on January 21, 2010 to allow multiple buildings on a single building site and allow off-site parking on a separate building site for the property located at 2609 Cameron Street and 22 Tacon Street and described as follows:

LOT A, EBM MIDTOWN SUBDIVISION, AS RECORDED IN MAP BOOK 123 PAGE 89, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

AND

LOT 84, TACON PLACE, AS RECORDED IN DEED BOOK 116 PAGE 242, PROBATE RECORDS, MOBILE COUNTY, ALABAMA

WHEREAS, the owner of said property applied for a Major Modification of the PUD on June 22, 2023 to be consistent with the proposed subdivision.

WHEREAS, the Planning Commission held a public hearing on the requested modification on July 20, 2023 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Provision of a note on a recorded site plan stating future development or development of the site may require additional modification of the PUD to be approved by the Planning Commission and City Council;
2. Retention of at least the 10-foot minimum building setback line along Cameron Street and Alexander Street, as required by Section 64-2-13.E. of the Unified Development Code;
3. Revision of the site plan to illustrate the existing garage with carport addition;
4. Revision of the site plan to illustrate compliance with the conditions of approval for rezoning ordinance 64-044 (adopted June 18, 2002 by the Mobile City Council), or provision of a note on the recorded site plan stating the site must comply with the rezoning conditions;
5. Placement of a note on the recorded site plan stating the subdivision is denied direct access to Alexander Street;
6. Compliance with all Engineering comments noted in the staff report;
7. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report;
9. Compliance with all Fire Department comments noted in the staff report;

10. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
11. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. The request is consistent with all applicable requirements of this Chapter;
B. The request is compatible with the character of the surrounding neighborhood;
C. The request will not impede the orderly development and improvement of surrounding property;
D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    2. Includes adequate public facilities and utilities; The request will minimize traffic hazards and traffic congestion on the public roads;

E. The request will minimize traffic hazards and traffic congestion on the public roads;
F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. The request shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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

Section One: That the Major Modification of the PUD is hereby approved with the following required conditions:

1. Provision of a note on a recorded site plan stating future development or development of the site may require additional modification of the PUD to be approved by the Planning Commission and City Council;
2. Retention of at least the 10-foot minimum building setback line along Cameron Street and Alexander Street, as required by Section 64-2-13.E. of the Unified Development Code;
3. Revision of the site plan to illustrate the existing garage with carport addition;

4. Revision of the site plan to illustrate compliance with the conditions of approval for rezoning ordinance 64-044 (adopted June 18, 2002 by the Mobile City Council), or provision of a note on the recorded site plan stating the site must comply with the rezoning conditions;
5. Placement of a note on the recorded site plan stating the subdivision is denied direct access to Alexander Street;
6. Compliance with all Engineering comments noted in the staff report;
7. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report;
9. Compliance with all Fire Department comments noted in the staff report;
10. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
11. Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

EBM Midtown Subdivision, Resubdivision of Lot A,
Kari Givens, Byrd Surveying, Agent
2609 Cameron Street and 22 Tacon Street
Council District 1
Cory Penn

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

August 1, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of July 20, 2023 considered the request of EBM Midtown Subdivision, Resubdivision of Lot A (Kari Givens, Byrd Surveying, Agent), for a Major Modification of a Previously Approved Planned Unit Development (PUD) to be consistent with the proposed subdivision for the property located at 2609 Cameron Street and 22 Tacon Street. After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Provision of a note on a recorded site plan stating future development or development of the site may require additional modification of the PUD to be approved by the Planning Commission and City Council;
2. Retention of at least the 10-foot minimum building setback line along Cameron Street and Alexander Street, as required by Section 64-2-13.E. of the Unified Development Code;
3. Revision of the site plan to illustrate the existing garage with carport addition;
4. Revision of the site plan to illustrate compliance with the conditions of approval for rezoning ordinance 64-044 (adopted June 18, 2002 by the Mobile City Council), or provision of a note on the recorded site plan stating the site must comply with the rezoning conditions;
5. Placement of a note on the recorded site plan stating the subdivision is denied direct access to Alexander Street;
6. Compliance with all Engineering comments noted in the staff report;
7. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report;

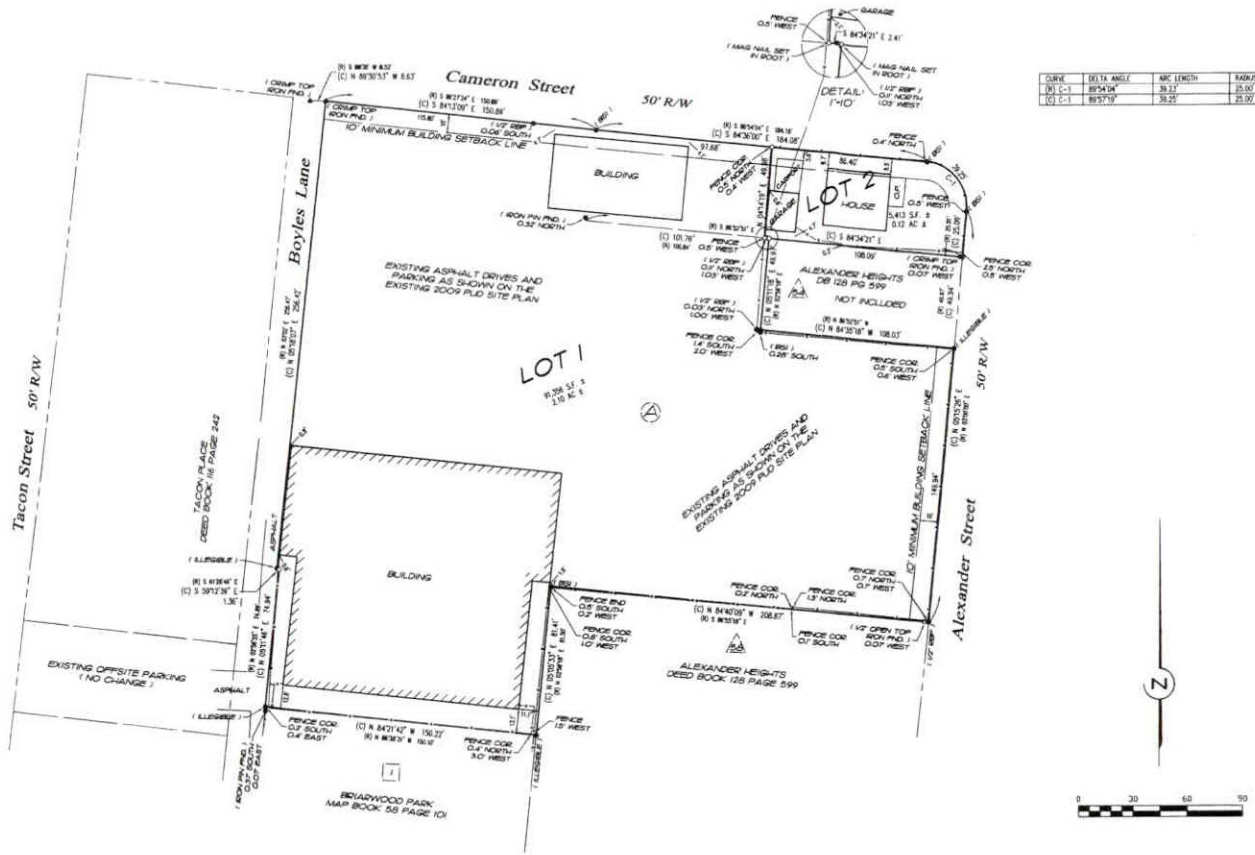
9. Compliance with all Fire Department comments noted in the staff report;
10. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
11. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments



CURVE	DELTA ANGLE	ARC LENGTH	RADIUS	TANGENT	CHORD BEARING	CHORD LENGTH
(R) C-1	89°54'04"	39.23'	25.00'	24.98'	S 41°57'02" E	35.32'
(C) C-1	89°57'19"	39.25'	25.00'	24.98'	S 39°44'56" E	35.34'

LEGAL DESCRIPTION

LOT A, EBM MIDTOWN SUBDIVISION, AS RECORDED IN MAP BOOK 123 PAGE 86, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

AND

LOT 84, TACON PLACE, AS RECORDED IN DEED BOOK 116 PAGE 242, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

NOTES:

1. ANY WORK PERFORMED IN THE EXISTING PUBLIC ROW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY CONNECTIONS, GRADING, DRAINAGE, IRRIGATION, OR LANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF MOBILE ENGINEERING PERMITTING DEPARTMENT (251-208-6070) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VIII).

2. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITH THE PROPERTY. A COMPLETE SET OF CONSTRUCTION PLANS INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS AND PAVING WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMIT. THIS PERMIT MUST BE SUBMITTED, APPROVED, AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION WORK.

3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.

4. A 25' RIPARIAN BUFFER MAY BE REQUIRED, DURING DEVELOPMENT, ALONG THE EDGE OF ANYTHING CONSIDERED BY ADEM TO BE A WATER OF THE STATE.

5. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY THE OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED IN THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OF OCCUPANCY.

6. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.

7. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.

8. FUTURE DEVELOPMENT OR DEVELOPMENT OF THE SITE MAY REQUIRE ADDITIONAL MODIFICATION OF THE PUD TO BE APPROVED BY THE PLANNING COMMISSION AND CITY COUNCIL.

9. THE SITE MUST COMPLY WITH THE CONDITIONS OF APPROVAL FOR REZONING ORDINANCE 64-044 (ADOPTED JUNE 18, 2002 BY THE MOBILE CITY COUNCIL).

10. THE SUBDIVISION IS DENIED DIRECT ACCESS TO ALEXANDER STREET.

11. DRIVEWAY NUMBER, SIZE, LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. ANY REQUIRED ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-3-12 OF THE CITY'S UNIFIED DEVELOPMENT CODE.

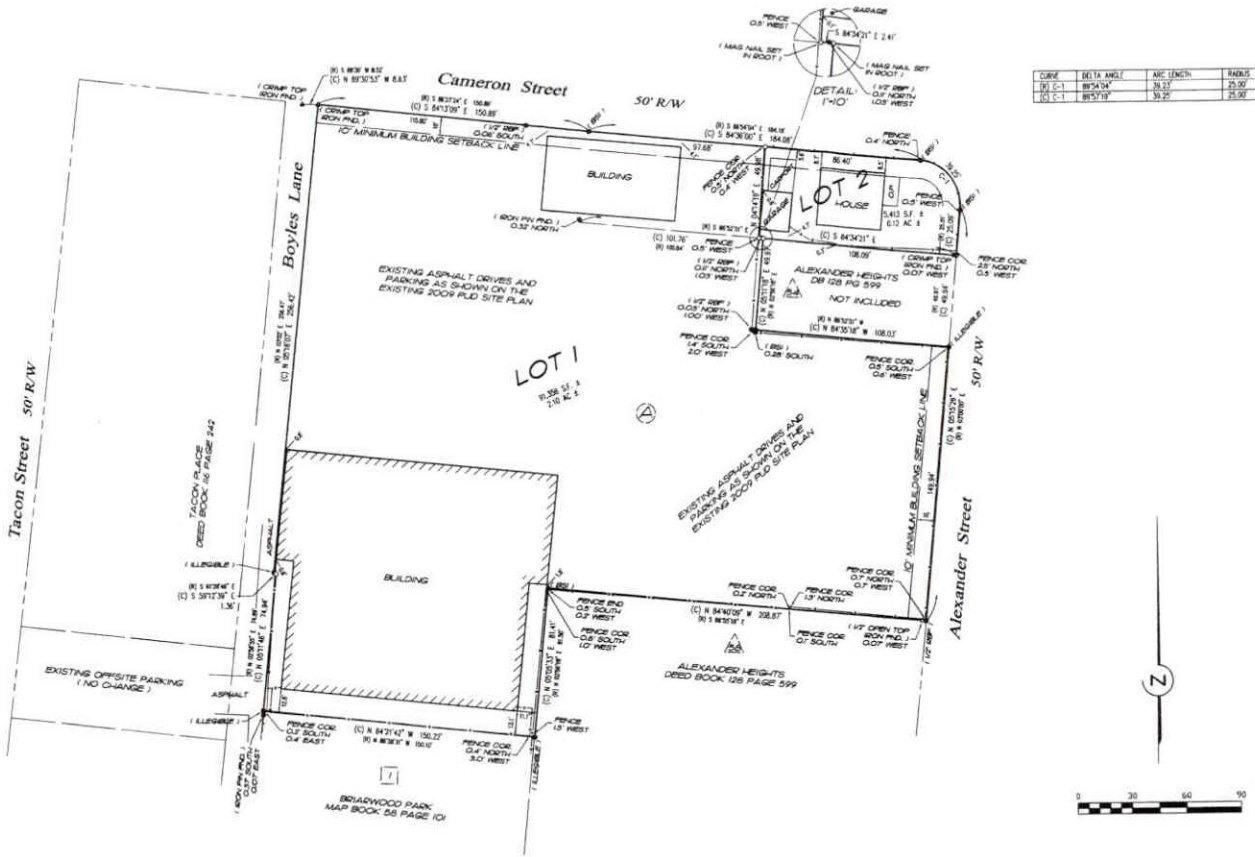


* I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAP # 015007 L DATED JUNE 5, 2020 AND FOUND THAT THE ABOVE DESCRIBED PROPERTY IS SHOWN IN FLOOD ZONE "X" (UNSHADED ON PANEL 353
* THIS DRAWING DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH BY THIS COMPANY, OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENT'S CONVEYANCE.
* DRAWING SHOULD NOT BE SCALED. THE LOCATION OF SOME FEATURES ARE EXAGGERATED FOR CLARITY (i.e. FENCES, CURBS, ETC.
* FIELD DATA TAKEN - MAY 4, 8, 9 AND 10, 2023
* BEARINGS REFER TO ALABAMA STATE PLANE COORDINATES, ALA. WEST 0102, NAD 83, ALDOT CORS
* FURNISHED DESCRIPTION FROM CLIENT
* TYPE OF SURVEY - SUBDIVISION
* ALL PROPERTY CORNERS ARE 5/8" B.S.I. CAPPED REBARS UNLESS OTHERWISE NOTED.

REVISED 7-25-23

PUD SITE PLAN
FOR
RESUBDIVISION OF LOT A EBM MIDTOWN SUBDIVISION

BYRD SURVEYING
2609 HALLS MILL ROAD
(251) 476-5010
MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
SCALE : 1" = 30'
JUNE 22, 2023
REVISED JULY 26, 2023



CURVE	DELTA ANGLE	ARC LENGTH	RADIUS	TANGENT	CHORD BEARING	CHORD LENGTH
(R) C-1	89°54'04"	39.23'	25.00'	24.98'	S 41°57'02" E	35.32'
(C) C-1	89°57'19"	39.25'	25.00'	24.98'	S 39°44'16" E	35.34'

LEGAL DESCRIPTION

LOT A, EBM MIDTOWN SUBDIVISION, AS RECORDED IN MAP BOOK 123 PAGE 89, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

AND

LOT 8A, TACON PLACE, AS RECORDED IN DEED BOOK 116 PAGE 242, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

NOTES:

1. ANY WORK PERFORMED IN THE EXISTING PUBLIC ROW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY CONNECTIONS, GRADING, DRAINAGE, IRRIGATION, OR LANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF MOBILE ENGINEERING PERMITTING DEPARTMENT (251-208-6070) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VIII).

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* I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAP # 015007 L DATED JUNE 5, 2020 AND FOUND THAT THE ABOVE DESCRIBED PROPERTY IS SHOWN IN FLOOD ZONE "X" UNSHADED ON PANEL 553
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* FURNISHED DESCRIPTION FROM CLIENT
* TYPE OF SURVEY - SUBDIVISION
* ALL PROPERTY CORNERS ARE 5/8" R.S.I. CAPPED REBARS UNLESS OTHERWISE NOTED.

REVISED 7-23-23

PUD SITE PLAN
FOR
RESUBDIVISION OF LOT A
EBM MIDTOWN SUBDIVISION

BYRD SURVEYING
2609 HALLS MILL ROAD
(251) 476-5010
MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ

SCALE : 1" = 30'

JUNE 22, 2023
REVISED JULY 26, 2023

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 26, 2023

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

Re: 2609 Cameron Street
MOD-002570-2023
EBM Midtown Subdivision, Resubdivision of Lot A
District 1
Modification of a previously approved Planned Unit Development to be consistent with the proposed subdivision.

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

At its meeting on July 20, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined that the following criteria prevail to support the Major Planned Unit Development (PUD) Modification request:

A. The request is consistent with all applicable requirements of this Chapter;
B. The request is compatible with the character of the surrounding neighborhood;
C. The request will not impede the orderly development and improvement of surrounding property;
D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    2. Includes adequate public facilities and utilities; The request will minimize traffic hazards and traffic congestion on the public roads;

E. The request will minimize traffic hazards and traffic congestion on the public roads;
F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. The request shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

Based on the above criteria, the Planning Commission voted to recommend Approval of the Major PUD Modification to the City Council, subject to the following conditions:

1. Provision of a note on a recorded site plan stating future development or redevelopment of the site may require additional modification of the PUD to be approved by the Planning Commission and City Council;
2. Retention of at least the 10-foot minimum building setback line along Cameron Street and Alexander Street, as required by Section 64-2-13.E. of the Unified Development Code;
3. Revision of the site plan to illustrate the existing garage with carport addition;
4. Revision of the site plan to illustrate compliance with the conditions of approval for rezoning ordinance 64-044 (adopted June 18, 2002, by the Mobile City Council), or provision of a note on the recorded site plan stating the site must comply with the rezoning conditions;
5. Placement of a note on the recorded site plan stating the subdivision is denied direct access to Alexander Street;
6. Compliance with all Engineering comments noted in the staff report;
7. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report;
9. Compliance with all Fire Department comments noted in the staff report;
10. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
11. Full compliance with all municipal codes and ordinances.

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

The advertising fee for this application based on the current legal description is $551.38. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

June 27, 2023

PUBLIC HEARING NOTICE

Re: 2609 Cameron Street
MOD-002570-2023
EBM Midtown Subdivision, Resubdivision of Lot A
Kari Givens, Byrd Surveying
District 1
Modification of a previously approved Planned Unit Development to be consistent with the proposed subdivision.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, July 20, 2023, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, July 19, 2023, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
June 27, 2023
PUBLIC HEARING NOTICE

Re: 2609 Cameron Street
MOD-002570-2023
EBM Midtown Subdivision, Resubdivision of Lot A
Kari Givens, Byrd Surveying
District 1
Modification of a previously approved Planned Unit Development to be consistent with the proposed subdivision.

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, July 20, 2023, at 2:00 p.m., to consider the above referenced application.

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

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission.

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, July 19, 2023, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

☐ **Planned Development**
Checklist C

☒ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

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

---

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

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

	Owner	Design Professional
Name:	EBM MIDTOWN INVESTMENTS, LLC	
Firm:		
Phone:	251-753-1015	
Email:		
Address:	3378 MOFFETT ROAD, MOBILE, 36607	

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

2609 CAMERON STREET, 22 TACON STREET — Property Address

2.35 AC — Property Area (acres or square feet)

KEY #00012695 & #00777341 — Parcel Number(s) or Key Number(s)

B-2 & B-3 — Present Zoning or Transect District

B-2 & B-3 — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature — Date: 6/22/23

Kerri P. Given
Applicant or Agent Signature (if applicable) — Date: 6/22/23

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

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

Kerri P. Given
Applicant or Agent Signature — Date: 6/22/23

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

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

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

☐ Planning Commission Application

■ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   THERE WILL BE NO CHANGE ON THE SITE, THEREFORE IT WILL MATCH THE COMPREHENSIVE PLAN.

   TRADITIONAL CENTER
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   IT CORRESPONDS WITH THE NEIGHBORHOOD CHARACTER AS IT HAS FOR THE LAST 20 YEARS.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   IT IS AN OFFICE BUILDING WITH NO EXCESSIVE NOISE.

4. Does the site design include adequate public facilities and utilities? ■ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ■ Yes ☐ No

6. Please provide the following information:

☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

THE LARGE BUILDING IS TWO STORY, 24 FEET TALL. THE SMALLER BUILDING ON CAMERON STREET IS ONE STORY, 10 FEET TALL.

DWELLING IS ONE STORY, 12 FEET TALL.

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

THE EXISTING LANDSCAPING CORRESPONDS WITH THE 2009 PUD SITE PLAN.

☐ Lighting:

THE EXISTING LIGHTING CORRESPONDS WITH THE 2009 PUD SITE PLAN.

☐ Hours of operation:

8:00 A.M. TO 5:00 P.M., MONDAY THROUGH FRIDAY.

☐ Other conditions that are unique to the use of the property:

N/A

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

THERE WILL BE NO CHANGE.

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

THIS PROPOSAL IS ONLY TO SEPARATE A DWELLING FROM THE COMMERCIAL PORTION OF THE PROPERTY.

CONTACT INFORMATION and SIGNATURES – for online applications
Mobile City Planning Commission and Board of Zoning Adjustment

APPLICANT(S)

The undersigned submits the associated application for consideration by the Mobile City Planning Commission or the Board of Zoning Adjustments.

Kari P. Given Date: 6/22/2023

Signature of owner or authorized agent of owner is required to file (if applicant is not the owner).

Type name:	KARI P. GIVENS
Business Name:	BYRD SURVEYING, INC.
Address:	2609 HALLS MILL ROAD
City, State, Zip Code:	MOBILE, ALABAMA 36606
Telephone:	251-476-5010 Email:

PROPERTY OWNER(S)

Signature of property owner, or letter (separately attached electronically) from (each) property owner authorizing applicant to submit application.

Signature: Date: 6/22/23

Type name:	EBM MIDTOWN INVESTMENTS, LLC
Business Name:	
Address:	3778 MOFFETT ROAD
City, State, Zip Code:	MOBILE, AL 36607
Telephone:	251-753-1015 Email:

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION or BOARD OF ZONING ADJUSTMENTS

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

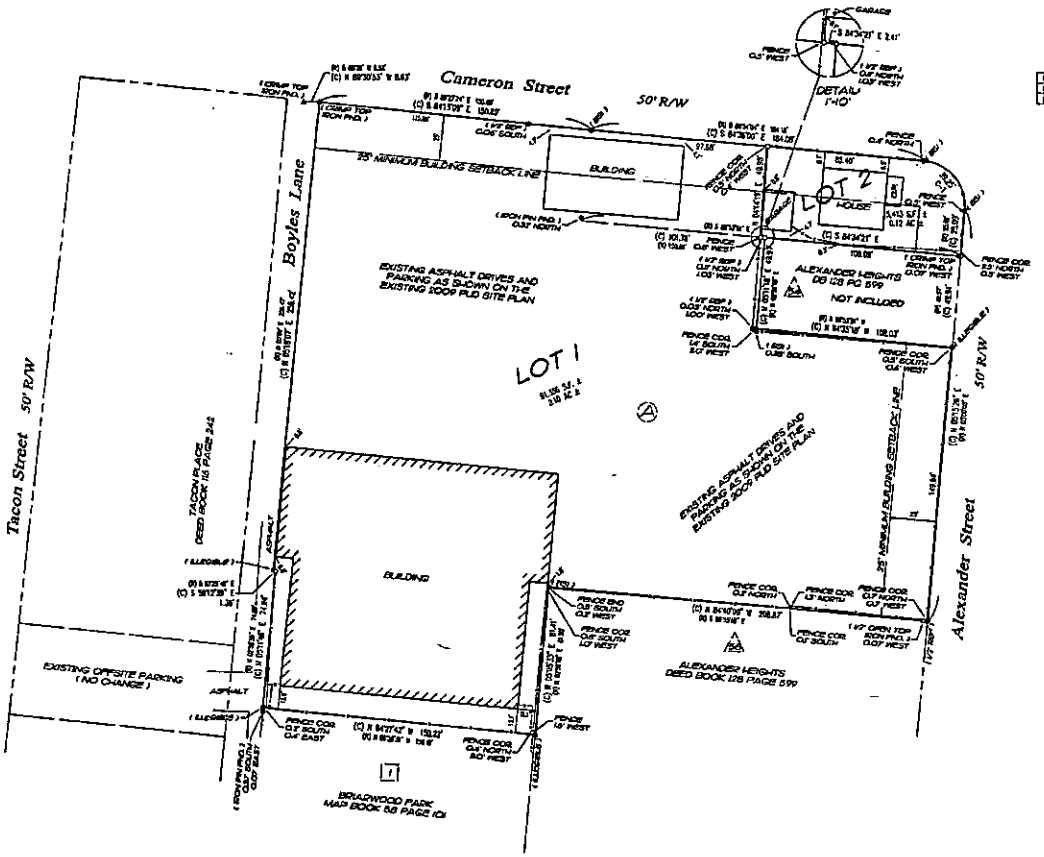
Signature: N/A Date:

Type name: N/A

Use additional pages / copies of this form as needed.

DESCRIPTION AND JUSTIFICATION OF REQUEST FOR
MODIFIED PUD FOR EBM MIDTOWN INVESTMENTS

THE OWNER HAS SUBMITTED A SUBDIVISION APPLICATION TO SEPARATE A RESIDENTIAL DWELLING FROM THE COMMERCIAL PORTION OF THE PROPERTY. THIS SITE HAS A PREVIOUSLY APPROVED PUD (ZON2009-03109) THEREBY REQUIRING A REQUEST TO MODIFY IT.



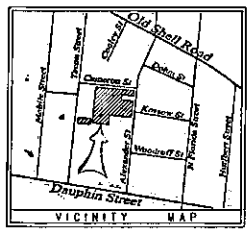
CURVE	DELTA ANGLE	ARC LENGTH	RADIUS	TANGENT	CHORD BEARING	CHORD LENGTH
(M) C=1	89°54'06"	39.27'	25.00'	24.98'	S 41°57'03" E	35.37'
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LEGAL DESCRIPTION

LOT A, EBM MIDTOWN SUBDIVISION, AS RECORDED IN MAP BOOK 123 PAGE 89, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

AND

LOT 84, TACON PLACE, AS RECORDED IN DEED BOOK 116 PAGE 342, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA



1. I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAP # 01500F L DATED JUNE 6, 2020 AND FOUND THAT THE ABOVE DESCRIBED PROPERTY IS SHOWN IN FLOOD ZONE "X" UNSHADED ON PANEL 553
2. THIS DRAWING DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH BY THIS COMPANY, OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENT'S CONVEYANCE.
3. DRAWING SHOULD NOT BE SCALED, DUE LOCATION OF SOME FEATURES ARE EXAGGERATED FOR CLARITY (I.E. FENCES, CURBS, ETC.
4. FIELD DATA TAKEN - MAY 4, 8, 9 AND 10, 2023
5. BEARINGS REFER TO ALABAMA STATE PLANE COORDINATES, ALA. WEST 0102, NAD 83, ALDOT CORS
6. FURNISHED DESCRIPTION FROM CLIENT
7. TYPE OF SURVEY - SUBDIVISION
8. ALL PROPERTY CORNERS ARE 5/8" R.S.I. CAPPED REBARS UNLESS OTHERWISE NOTED.

PUD SITE PLAN
FOR
RESUBDIVISION OF LOT A
EBM MIDTOWN
SUBDIVISION

BYRD SURVEYING

2609 HALLS MILL ROAD — MOBILE, ALABAMA
(251) 476-5010 — BYRD@BYRDSURVEYINGBIZ

SCALE : 1" = 30' — JUNE 22, 2023

Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, AL 36606

EBM Midtown Investments, LLC
3378 Moffett Road
Mobile, AL 36607

Tait Properties, LLC
2567 Old Shell Road
Mobile, AL 36607

Clarence R. Nelson, Jr.
62 Alexander Street
Mobile, AL 36607

H. Clark & Julia Ratcliffe
30289 Wayside Drive
Spanish Fort, AL 36287

Rosemary Caldwell
84-688 Ala Mahiku St., Apt. 156A
Waianae, HI 96792

Paul Wimpee
57 N. Florida Street
Mobile, AL 36604

Ray & Virginia Walker
3001 Banks Avenue
Mobile, AL 36617

M A K, Inc.
13 S. Florida Street
Mobile, AL 36606

Henley Properties, LLC
c/o Kathy H. Thompson
P. O. Box 9651
Mobile, AL 36691

G P Investments, LLC
51 N. Florida Street
Mobile, AL 6607

John Knox & Karen Dean
2562 Kossow Street
Mobile, AL 36607

Emory & Dottie Dueitt
12951 Shady Drive
Grand Bay, AL 36541

Montgomery Commercial Properties
P. O. Box 7188
Mobile, AL 36670

Hugh & Rebecca Tomlin
4351 Sawyer Avenue
Mobile, AL 36619

Gloria Y. Campbell
2566 Kossow Street
Mobile, AL 36607

Rebecca E. Murphy
4351 Sawyer Avenue
Mobile, AL 36619

Michelle Pope, Grady Walton, Jr.,
Jennie Walton & Grady Walton, Sr.
2563 Kossow Street
Mobile, AL 36607

Leslie Crane, Jr., Life Estate
2567 Kossow Street
Mobile, AL 36607

Edwina & Leslie Crane
2567 Kossow Street
Mobile, AL 36607

Timothy D. Stone
2558 Woodruff Street
Mobile, AL 36607

John W. Crane
25 Alexander Street
Mobile, AL 36607

Bessie Mae Purifoy
2560 Woodruff Street
Mobile, AL 36607

Amos Potter
9812 Traveler Way Dr.
Mobile, AL 36695

Ankit Gulati
23 Alexander Street
Mobile, AL 36607

Andrew & Diana Allen
2166 Dauphin Street
Mobile, AL 36606

Dos Amigos, LLC
7 N. Broad Street, Suite D
Mobile, AL 36602

Briarwood, LLC
2610 B Dauphin, Suite 101
Mobile, AL 36606

Lillie Mae & Leola M. Sanders
17 Alexander Street
Mobile, AL 36607

Shawn Crane & Kendall Wright
15 Alexander Street
Mobile, AL 36607

Fallback Fund, LLC
24 Tacon Street, Suite A
Mobile, AL 36607

Johnny E. Mann
9850 County Road 24
Fairhope, AL 36532

Arnold Harrison & Dennis Castro
9 Alexander Street
Mobile, AL 36607

Stevye Photography, LLC
1785 Staples Road
Mobile, AL 36605

Magnolia 32 Apartments, LLC
13920 SW 73rd Ave.
Palmetto Bay, FL 33158

MMPW Realty, LLC
P. O. Box 7338
Mobile, AL 36670

H. David Sweatt
2612 Cameron Street
Mobile, AL 36607

Tanner Ventures, LLC
P. O. Box 81623
Mobile, AL 36689

Artcraft Press, Inc.
12 Tacon Street
Mobile, AL 36607

John W. Collins
4708 Oxford Drive
Mobile, AL 36618

Patricia M. Pritchard
10 Tacon Street
Mobile, AL 36607

City of Mobile Real Estate Dept.
P. O. Box 1827
Mobile, AL 36633

Sherria K. Diamond
2606 Cameron Street
Mobile, AL 36607

Springhill Medical Complex, Inc.
1000A Cody Road S.
Mobile, AL 36695

Entry Level Play, LLC
162 Conway Drive W.
Mobile, AL 36608

Charles Thomas
4205 N. Chesterfield Drive
Mobile, AL 36618

Oak Ridge, LLC
2651 Cameron St., Suite A
Mobile, AL 36607

UMS Wright Preparatory School
65 Mobile Street
Mobile, AL 36607

Willie Lee Geter
2418 S. Octavia Drive
Mobile, AL 36605

51 Tacon, LLC
51 Tacon Street, Suite B
Mobile, AL 36607

Tacon Building Company, LLC
58 Mobile Street
Mobile, AL 36607

Sheri Glavan
4 Crenshaw Street
Mobile, AL 36606

Nathan D. Handmacher
167 Clubhouse Circle
Fairhope, AL 36532

Efrain & Adriana Rendon
58 Tacon Street
Mobile, AL 36607

Gerhardt Old Shell, LLC
P. O. Box 81443
Mobile, AL 36689

Old Shell Road Properties, LLC
P. O. Box 7008
Mobile, AL 36670

Carlos Hughes
50 Cooley Street
Mobile, AL 36607

Sharon W. Yawn
69 Alexander Street
Mobile, AL 36607

Samuel J. Kelley
1320 Blue Ridge Circle
Mobile, AL 36695

Ezekiel L. Kelley
65 Alexander Street
Mobile, AL 36607

Michael & Jennifer Hopkins
63 Alexander Street
Mobile, AL 36607

Freedom 62 Investments, Inc.
7 N. Broad Street, Suite D
Mobile, AL 36602

Zimlichs Patio & Garden Center
250 N. McGregor Avenue
Mobile, AL 36608

Agenda Item #: 11

SUB-002538-2023 & MOD-002570-2023

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – PUD Modification

DETAILS

Location:
2609 Cameron Street

Subdivision Name (as applicable):
EBM Midtown Subdivision, Resubdivision of Lot A

Applicant / Agent (as applicable):
Kari Givens, Byrd Surveying

Property Owner:
EBM Midtown Investments, LLC

Current Zoning:
B-2, Neighborhood Business Urban District

Future Land Use:
Traditional Center

Applicable Codes, Policies, and Plans:
- Unified Development Code (UDC)
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development:
- Not Applicable

Proposal:
- Subdivision approval to create two (2) legal lots of record
- Modification of a previously approved Planned Unit Development

Commission Considerations:
1. Subdivision proposal with ten (10) conditions; and
2. Modification of a previously approved Planned Unit Development with twelve (12) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



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

APPLICATION NUMBER 11 DATE July 20, 2023 APPLICANT EBM Midtown Subdivision, Resubdivision of Lot A REQUEST Subdivision, PUD Modification	N NTS

SITE HISTORY

Between 1954 and 2008, multiple variances were approved by the Board of Adjustment to allow continued use and subsequent expansions of a commercial development across various residentially zoned parcels that currently comprise the subject site. Since 1991, consolidation of the parcels, rezoning to B-2, Neighborhood Business District, and Planned Unit Development (PUD) approvals by the Planning Commission and City Council have replaced the variances with respect to further expansion of the same commercial development. The most recent Subdivision and PUD applications were approved in January 2010. A Sidewalk Waiver was also approved by the Planning Commission in 2010 to waive the construction of a sidewalk along Cameron Street. In approving these requests, the Planning Commission and City Council placed several conditions on the site, including, but not limited to, denial of access to Alexander Street and compliance with the applicable residential buffer regulations.

STAFF COMMENTS

Engineering Comments:

Subdivision

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 26 - #78) LOTS 1 and 2 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 28,000 sf AND lot 2 – 2,200 sf.
C. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Modification of Planned Unit Development

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

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

4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

Subdivision

The applicant is proposing a 2-lot, 2.2±-acre subdivision by dividing a portion of the property developed for residential use from the remaining commercial portion. The site is served by public water and sanitary sewer services.

The proposed lots have frontage along Cameron Street and Alexander Street, both minor streets with sufficient rights-of-way. Lot 1 also fronts an 18±-foot alley, labeled Boyles Lane, to the West. If approved, this information should be retained on the Final Plat.

A sufficient radius is depicted at the intersection of Cameron Street and Alexander Street, in compliance with Section 6.B.12. of the Subdivision Regulations. If approved, this information should be retained on the Final Plat.

Both lots, as proposed, will exceed the minimum size requirements for lots served by public water and sanitary sewer in a B-2, Neighborhood Business Urban District. Each lot is labeled with its size in both square feet acres on

the preliminary plat, and this information should be retained on the Final Plat, if approved; or the provision of a table on the Final Plat with the same information will suffice.

A 25-foot front yard setback is illustrated along Cameron Street and Alexander Street, but only a 10-foot front yard setback is required for lots in a B-2, Neighborhood Business Urban District, per Article 2 Section 64-2-13.E. of the Unified Development Code (UDC). The applicant may retain the 25-foot setback, but if approved and the plat recorded in Mobile County Probate Court depicts a 25-foot front yard setback, future development of the properties will be subject to a front yard setback greater than what is required by the UDC. As such, at least a 10-foot front yard setback should be illustrated along Cameron and Alexander Streets on the Final Plat, if approved.

Both lots are developed with buildings that encroach within required front, side, and/or rear yard setbacks. A garage is also depicted on proposed Lot 2 and meets the required setbacks for a B-2, Buffer Business Urban District; however, aerial photos and Google Street View images show that an unenclosed carport was added to the garage sometime after 2010 and it encroaches on the required 10-foot front yard setback. The encroachments can be approved by the Planning Commission via the modified PUD site plan, but it should be noted that because of the reduced setbacks, approval of the subdivision will be contingent upon approval of the modified PUD. If approved, the plat should be revised to illustrate the existing garage with carport addition.

Regarding access management, City Council adopted an ordinance rezoning the property to B-2, Neighborhood Business District, at its June 18, 2002 meeting, with a condition that the site is denied access to Alexander Street. As such, if approved, a note should be placed on the Final Plat stating that both Lots 1 and 2 are denied direct access to Alexander Street.

Planned Unit Development Modification

The most recently approved PUD allowed for multiple buildings on a single building site and off-site parking, to the West. There are no proposed physical modifications to the PUD site; the applicant is simply amending the most recently approved Subdivision and PUD approvals by placing the residential use on Lot 2 and the remaining commercial use on Lot 1. Any future development or redevelopment of either lot may require additional modification of the PUD to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plan, if approved.

The site plan provided reflects the changes proposed by the associated Subdivision request, and includes the size of each proposed lot in square feet and acres. Both lots, as mentioned, are developed and contain one (1) or more buildings that encroach on the required 10-foot front yard setback. Furthermore, as mentioned, an unenclosed carport on proposed Lot 2 extends into the required front yard setback. As such, the site plan should be revised to illustrate the existing garage with carport addition.

The legal description noted on the PUD site plan includes Lot 84 of Tacon Place, which references the lot on which off-site parking for the commercial development is located. This information should be retained on the recorded site plan.

In compliance with the subdivision and rezoning from 2002, a note should be placed on the site plan stating that the site is denied direct access to Alexander Street. Additional conditions of the rezoning include: the provision of a landscaped berm along Alexander Street; screening of the parking lot visible from residential properties across Cameron Street; and compliance with the applicable residential buffer requirements where the site abuts residential properties. If approved, the site plan should be revised to either illustrate compliance with the rezoning conditions of approval, or a note should be placed on the recorded site plan stating the site must maintain compliance with these requirements.

In compliance with Traffic Engineering comments, the number of driveways, their sizes, locations, and designs are to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-3-12 of the City's Unified Development Code. A note should be placed on the recorded site plan stating these comments.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

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

1. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final Plat with the same information;
2. Retention of the right-of-way widths for each abutting street, as depicted on the preliminary plat;
3. Retention of the 25-foot corner radius at the intersection of Cameron Street and Alexander Street;
4. Retention of at least a 10-foot minimum building setback line along Cameron Street and Alexander Street, as required by Section 64-2-13.E. of the Unified Development Code;
5. Revision of the plat to illustrate the existing garage with carport addition;
6. Placement of a note on the Final Plat stating the subdivision is denied direct access to Alexander Street;
7. Compliance with all Engineering comments noted in this staff report;
8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
9. Compliance with all Urban Forestry comments noted in this staff report; and,
10. Compliance with all Fire Department comments noted in this staff report.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

> Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:
>
> 1. Is consistent with all applicable requirements of this Chapter;
> 2. Is compatible with the character of the surrounding neighborhood;
> 3. Will not impede the orderly development and improvement of surrounding property;
> 4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
b. Includes adequate public facilities and utilities;

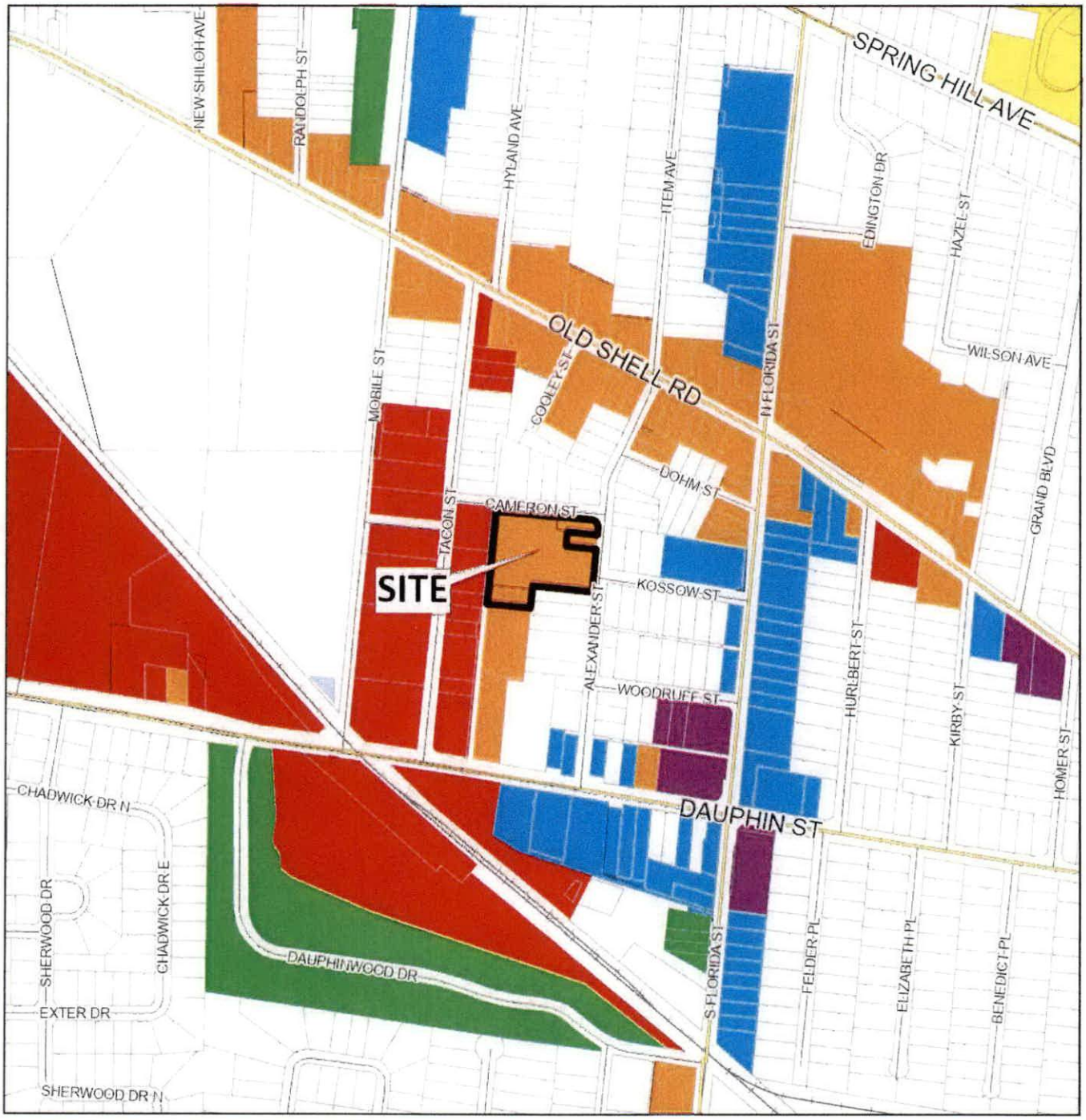
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers a recommendation of approval for the Modified Planned Unit Development, the following conditions could apply:

1. Provision of a note on a recorded site plan stating future development or development of the site may require additional modification of the PUD to be approved by the Planning Commission and City Council;
2. Retention of at least the 10-foot minimum building setback line along Cameron Street and Alexander Street, as required by Section 64-2-13.E. of the Unified Development Code;
3. Revision of the site plan to illustrate the existing garage with carport addition;
4. Revision of the site plan to illustrate compliance with the conditions of approval for rezoning ordinance 64-044 (adopted June 18, 2022 by the Mobile City Council), or provision of a note on the recorded site plan stating the site must comply with the rezoning conditions;
5. Placement of a note on the recorded site plan stating the subdivision is denied direct access to Alexander Street;
6. Compliance with all Engineering comments noted in this staff report;
7. Compliance with all Engineering comments noted in this staff report;
8. Compliance with all Traffic Engineering comments noted in this staff report;
9. Compliance with all Urban Forestry comments noted in this staff report;
10. Compliance with all Fire Department comments noted in this staff report;
11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
12. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 11 DATE July 20, 2023

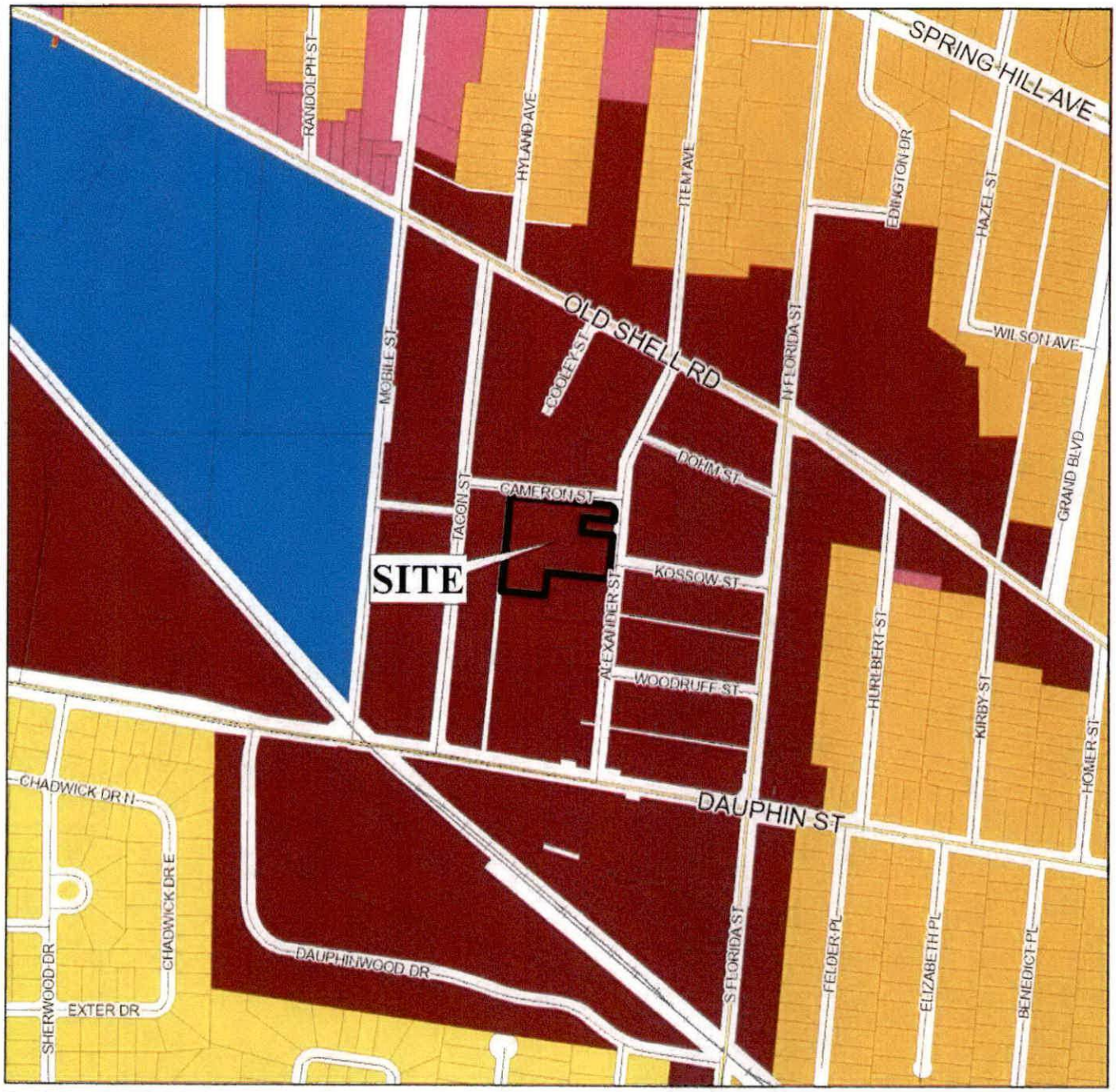
APPLICANT EBM Midtown Subdivision, Resubdivision of Lot A

REQUEST Subdivision, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE July 20, 2023

APPLICANT EBM Midtown Subdivision, Resubdivision of Lot A

REQUEST Subdivision, PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



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

APPLICATION NUMBER 11 DATE July 20, 2023

APPLICANT EBM Midtown Subdivision, Resubdivision of Lot A

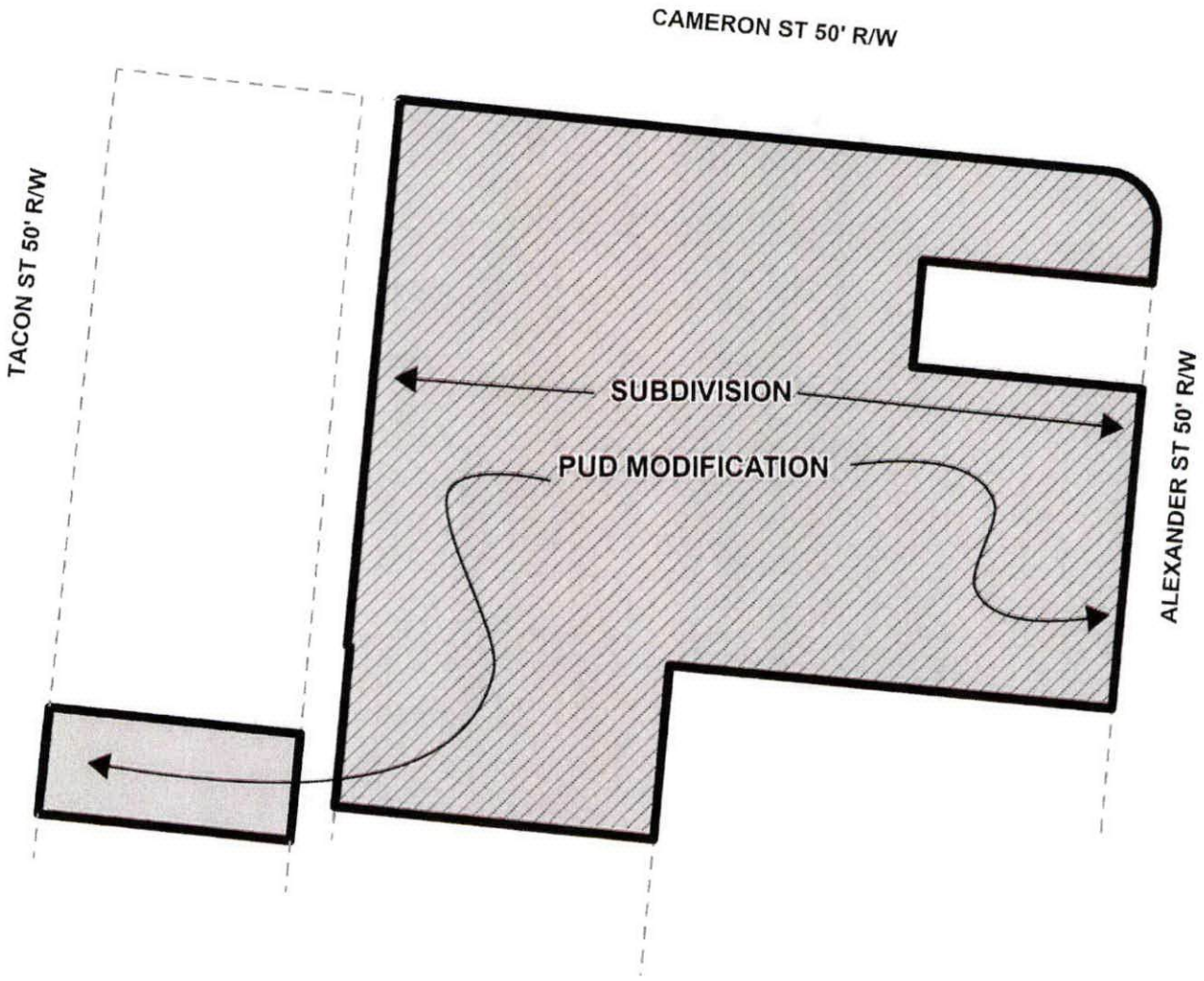
REQUEST Subdivision, PUD Modification

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 11 DATE July 20, 2023

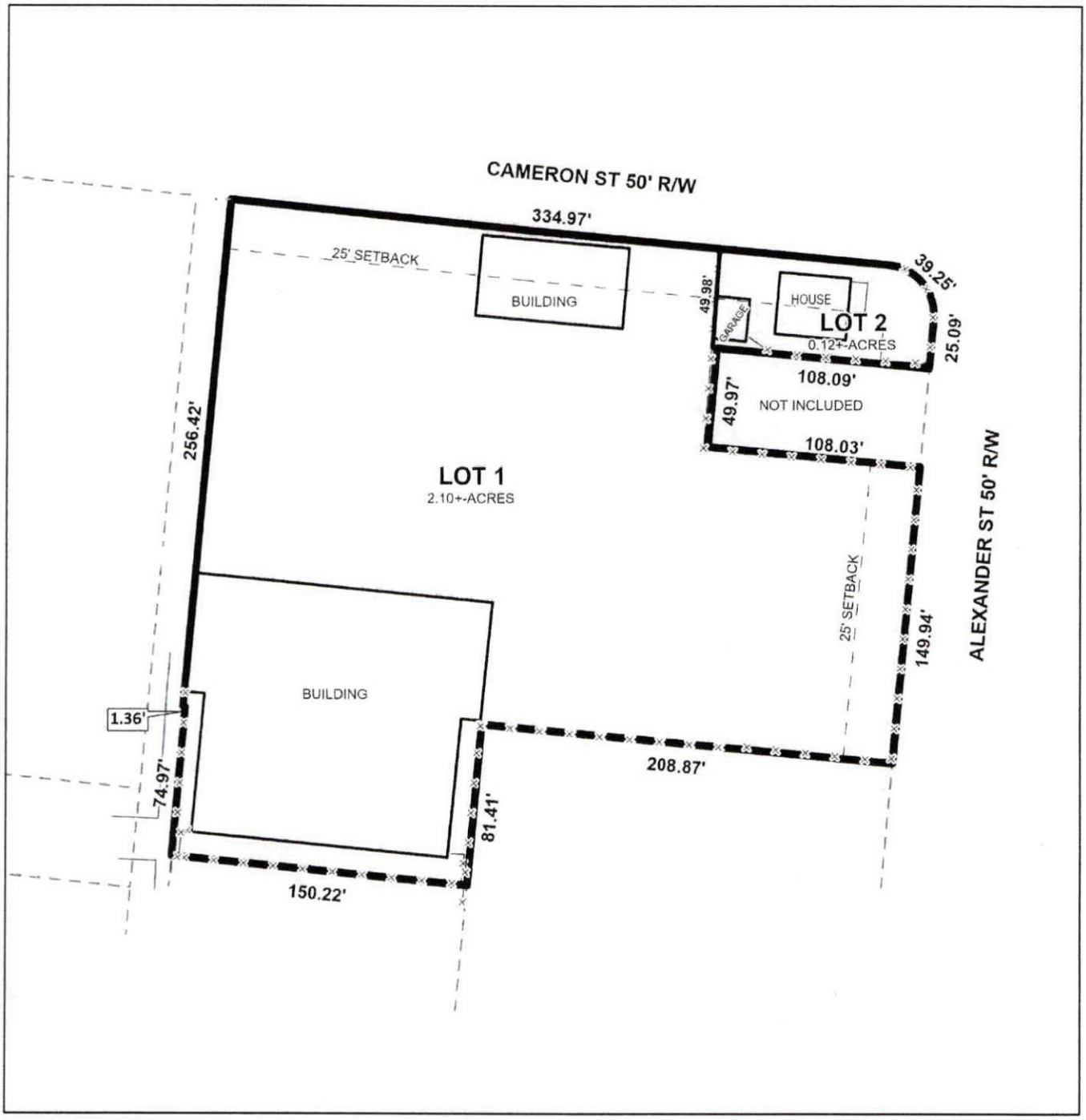
APPLICANT EBM Midtown Subdivision, Resubdivision of Lot A

REQUEST Subdivision, PUD Modification

N

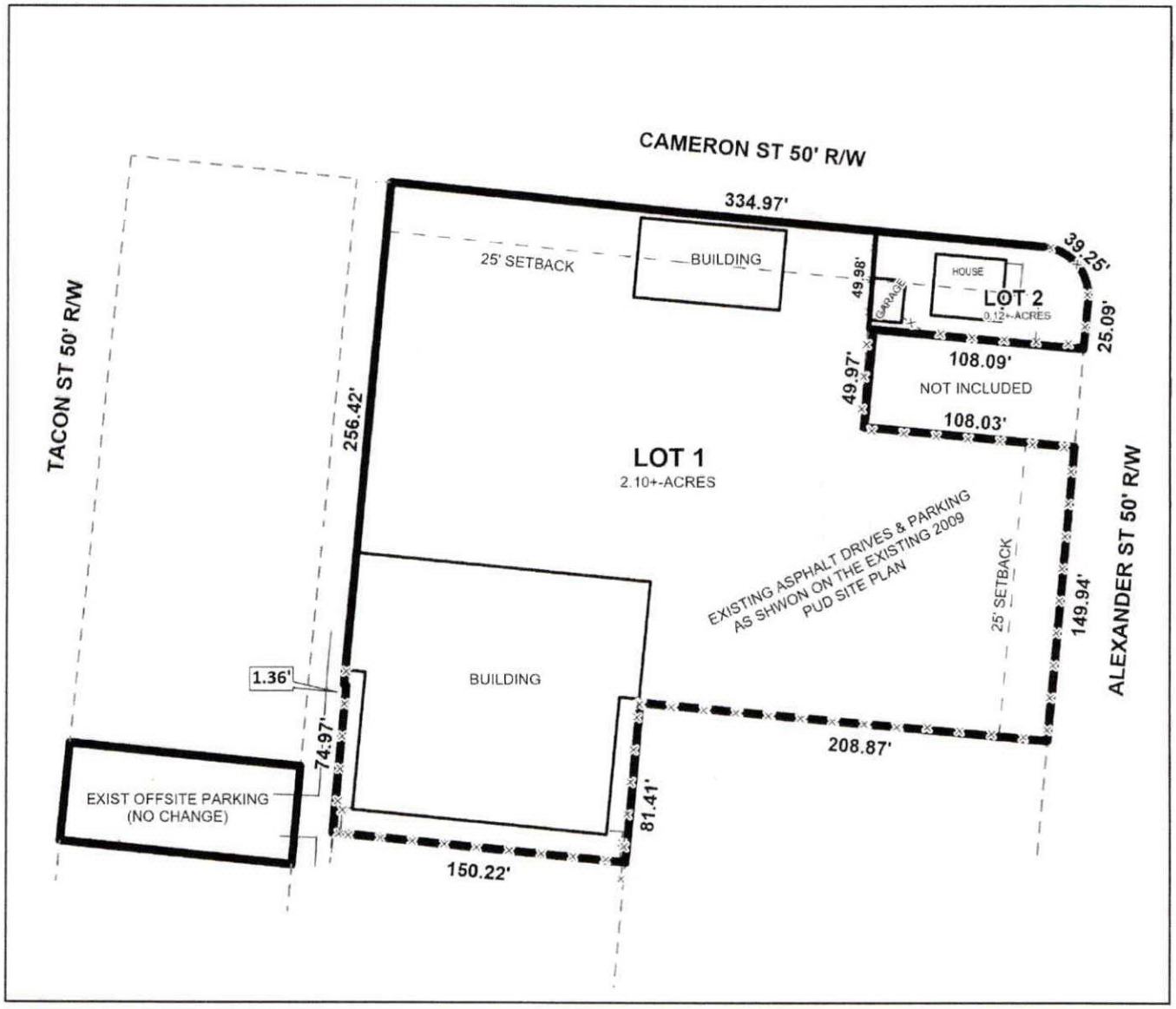
NTS

DETAIL SITE PLAN



APPLICATION NUMBER 11 DATE July 20, 2023	N
APPLICANT EBM Midtown Subdivision, Resubdivision of Lot A	
REQUEST Subdivision, PUD Modification	NTS

SITE PLAN



The site plan illustrates the existing buildings, setbacks, and proposed lots.

APPLICATION NUMBER 11 DATE July 20, 2023 APPLICANT EBM Midtown Subdivision, Resubdivision of Lot A REQUEST Subdivision, PUD Modification	N NTS

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

Zoning District Correspondence Matrix

■ Directly Related

○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)

□ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

TRADITIONAL CORRIDOR (TC)

This land use designation generally applies to transportation corridors east of I-65, which serve as the primary commercial and mixed-use gateway to Downtown and the City's traditional neighborhoods (equivalent to Map for Mobile's Traditional Neighborhoods).

Depending on their location (and as allowed by specific zoning), TC designations incorporate a range of moderately scaled single-use commercial buildings holding retail or services; buildings that combine housing units with retail and/or office; a mix of housing types including low- or mid-rise multifamily structures ranging in density from 4 to 10 du/ac; and attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving. In these areas, special emphasis is placed on the retention of existing historic structures, compatible infill development, and appropriate access management.

DISTRICT CENTER (DC)

This designation applies across the city to larger areas of existing mixed-use character or where such character is encouraged. These areas will include moderate to high-density residential (minimum densities of 6 du/ac) in dynamic, horizontal or vertical mixed use environments, to provide a balance of housing and employment.

District Centers generally serve several surrounding neighborhoods and may even have a city-wide or region-wide reach. As such, they are often anchored by a major commercial or institutional employer such as a shopping mall or a medical center.

Depending on location and assigned zoning, residential areas in District Centers may incorporate a mix of housing types, ranging from mid-rise multifamily buildings containing apartments and lofts, to townhouses and detached single-family homes. Major civic cultural institutions and public spaces provide regional and neighborhood destinations.

District Centers should be designed to induce pedestrian activity, with high quality streetscapes connecting the different components of a center as well as the center to its surrounding area. DC districts may be served by transit and include development of an intensity and design that supports transit use.

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

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
packet	Cover Memo	8/3/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/3/2023 - 11:54 AM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Planned Unit Development located at
350, 400, 530, and 660 Dunlap Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 5th day of September, 2023, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a Planned Unit Development located at 350, 400, 530, and 660 Dunlap Drive.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development (PUD) was approved on March 23, 2007 to allow multiple buildings on multiple parcels with shared parking and access located at 350, 400, 530, & 660 Dunlap Drive and described as follows:

Lots 1 and 3 as shown on the subdivision plat of Pinto Island Industrial Park recorded on March 30, 2023 as Instrument # 2023019114 in the public records of the Office of the Judge of Probate of Mobile County, Alabama.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on June 16, 2023 to allow the construction of four (4) ship assembly bays for an existing shipyard in an I-2, Heavy Industry District.

WHEREAS, the Planning Commission held a public hearing on the requested modification on July 20, 2023 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Full compliance with the UDC, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking;
2. Obtaining of the required height variances from the Board of Zoning Adjustment;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;

7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and,
8. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. The request is consistent with all applicable requirements of this Chapter;
B. The request is compatible with the character of the surrounding neighborhood;
C. The request will not impede the orderly development and improvement of surrounding property;
D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    2. Includes adequate public facilities and utilities; The request will minimize traffic hazards and traffic congestion on the public roads;

E. The request will minimize traffic hazards and traffic congestion on the public roads;
F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. The request shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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

Section One: That the Major Modification of the PUD is hereby approved with the following required conditions:

1. Full compliance with the UDC, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking;
2. Obtaining of the required height variances from the Board of Zoning Adjustment;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and,
8. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 5th day of September, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 16th day of August 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 350, 400, 530, & 660 Dunlap Drive.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on March 23, 2007. The owner of said property has applied for a Major Modification of the PUD to allow the construction of four (4) ship assembly bays for an existing shipyard in an I-2, Heavy Industry District. If approved, the modification will allow the construction of four (4) ship assembly bays for an existing shipyard in an I-2, Heavy Industry District subject to the following proposed conditions: 1. Full compliance with the UDC, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking; 2. Obtaining of the required height variances from the Board of Zoning Adjustment; 3. Compliance with all Engineering comments noted in the staff report; 4. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report; 5. Compliance with all Urban Forestry comments noted in the staff report; 6. Compliance with all Fire Department comments noted in the staff report; 7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and, 8. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development (PUD) was approved on March 23, 2007 to allow multiple buildings on multiple parcels with shared parking and access located at 350, 400, 530, & 660 Dunlap Drive and described as follows:

Lots 1 and 3 as shown on the subdivision plat of Pinto Island Industrial Park recorded on March 30, 2023 as Instrument # 2023019114 in the public records of the Office of the Judge of Probate of Mobile County, Alabama.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on June 16, 2023 to allow the construction of four (4) ship assembly bays for an existing shipyard in an I-2, Heavy Industry District.

WHEREAS, the Planning Commission held a public hearing on the requested modification on July 20, 2023 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Full compliance with the UDC, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking;
2. Obtaining of the required height variances from the Board of Zoning Adjustment;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and,
8. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. The request is consistent with all applicable requirements of this Chapter;
B. The request is compatible with the character of the surrounding neighborhood;

C. The request will not impede the orderly development and improvement of surrounding property;
D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

   1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
   2. Includes adequate public facilities and utilities; The request will minimize traffic hazards and traffic congestion on the public roads;

E. The request will minimize traffic hazards and traffic congestion on the public roads;
F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. The request shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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

Section One: That the Major Modification of the PUD is hereby approved with the following required conditions:

1. Full compliance with the UDC, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking;
2. Obtaining of the required height variances from the Board of Zoning Adjustment;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and,
8. Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

Pinto Island Industrial Park Subdivision (Joey Nunnally, Austal USA, Agent)
350, 400, 530, & 660 Dunlap Drive
Council District 2
William Carroll

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

August 2, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of July 20, 2023 considered the request of Pinto Island Industrial Park Subdivision (Joey Nunnally, Austal USA, Agent), for a Major Modification of a Previously Approved Planned Unit Development (PUD) to allow the construction of four (4) ship assembly bays for an existing shipyard in an I-2, Heavy Industry District for the property located at 350, 400, 530, 660 Dunlap Drive.

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

1. Full compliance with the UDC, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking;
2. Obtaining of the required height variances from the Board of Zoning Adjustment;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and,
8. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

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

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the _____ day of _____, 20__ in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 350, 400, 530, & 660 Dunlap Drive.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on March 23, 2007. The owner of said property has applied for a Major Modification of the PUD to allow the construction of four (4) ship assembly bays for an existing shipyard in an I-2, Heavy Industry District. If approved, the modification will allow the construction of four (4) ship assembly bays for an existing shipyard in an I-2, Heavy Industry District subject to the following proposed conditions: 1. Full compliance with the UDC, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking; 2. Obtaining of the required height variances from the Board of Zoning Adjustment; 3. Compliance with all Engineering comments noted in the staff report; 4. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report; 5. Compliance with all Urban Forestry comments noted in the staff report; 6. Compliance with all Fire Department comments noted in the staff report; 7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and, 8. Full compliance with all municipal codes and ordinances.

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

AN ORDINANCE **2023**

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

WHEREAS, a Planned Unit Development (PUD) was approved on March 23, 2007 to allow multiple buildings on multiple parcels with shared parking and access located at 350, 400, 530, & 660 Dunlap Drive and described as follows:

Lots 1 and 3 as shown on the subdivision plat of Pinto Island Industrial Park recorded on March 30, 2023 as Instrument # 2023019114 in the public records of the Office of the Judge of Probate of Mobile County, Alabama.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on June 16, 2023 to allow the construction of four (4) ship assembly bays for an existing shipyard in an I-2, Heavy Industry District.

WHEREAS, the Planning Commission held a public hearing on the requested modification on July 20, 2023 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Full compliance with the UDC, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking;
2. Obtaining of the required height variances from the Board of Zoning Adjustment;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and,
8. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. The request is consistent with all applicable requirements of this Chapter;
B. The request is compatible with the character of the surrounding neighborhood;
C. The request will not impede the orderly development and improvement of surrounding property;
D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
2. Includes adequate public facilities and utilities; The request will minimize traffic hazards and traffic congestion on the public roads;

E. The request will minimize traffic hazards and traffic congestion on the public roads;
F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. The request shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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

Section One: That the Major Modification of the PUD is hereby approved with the following required conditions:

1. Full compliance with the UDC, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking;
2. Obtaining of the required height variances from the Board of Zoning Adjustment;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and,
8. Full compliance with all municipal codes and ordinances.

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

adopted:

_____

Lisa Lambert, City Clerk

Pinto Island Industrial Park Subdivision (Joey Nunnally, Austal USA, Agent)
350, 400, 530, & 660 Dunlap Drive
Council District 2
William Carroll

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 26, 2023

Joey Nunnally
Austal USA
195 Dunlap Drive
Mobile, Alabama 36602

Re: 350, 400, 530, & 660 Dunlap Drive
MOD-002556-2023
Pinto Island Industrial Park Subdivision
Joey Nunnally, Austal USA
District 2
Modification of a previously approved Planned Unit Development to allow the construction of four (4) ship assembly bays for an existing shipyard in an I-2, Heavy Industry District.

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

At its meeting on July 20, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined that the following criteria prevail to support the Major Planned Unit Development (PUD) Modification request:

A. The request is consistent with all applicable requirements of this Chapter;
B. The request is compatible with the character of the surrounding neighborhood;
C. The request will not impede the orderly development and improvement of surrounding property;
D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    2. Includes adequate public facilities and utilities;

E. The request will minimize traffic hazards and traffic congestion on the public roads;
F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. The request shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

Based on the above criteria, the Planning Commission voted to recommend Approval of the Major PUD Modification to the City Council, subject to the following conditions:

1. Full compliance with the UDC, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking;
2. Obtaining of the required height variances from the Board of Zoning Adjustment;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and,
8. Full compliance with all municipal codes and ordinances.

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

The advertising fee for this application based on the current legal description is $444.98. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret
Deputy Director of Planning and Zoning

Legal Description

Lots 1 and 3 as shown on the subdivision plat of Pinto Island Industrial Park recorded on March 30, 2023 as Instrument# 2023019114 in the public records of the Office of the Judge of Probate of Mobile County, Alabama.

Inst. # 2023024163 Pages: 1 of 8 I certify this instrument filed on: 4/18/2023 11:25 AM
Doc: D Don Davis, Judge of Probate Mobile County, AL Rec: $33.00 DeedTx: $32,500.00 MTx $0.00
Clerk: JHANCOCK ERecorded

This Instrument Prepared By
And Upon recording return to:

JONES WALKER LLP
Clay A. Lanham
11 North Water Street, Suite 1200
Mobile, Alabama 36602

LIMITED WARRANTY DEED

STATE OF ALABAMA
COUNTY OF MOBILE

KNOW ALL MEN BY THESE PRESENTS, that EPIC ALABAMA MARITIME ASSETS, LLC, a Delaware limited liability company ("**Grantor**"), for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged to have been paid to Grantor by AUSTAL USA, LLC, an Alabama limited liability company ("**Grantee**"), does, subject to the matters and exceptions hereinbelow set forth, hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, and its successors and assigns forever, the following described real property, situated in Mobile County, State of Alabama, (the "**Land**"), as more particularly described in **EXHIBIT "A"** attached hereto and by this reference made a part hereof.

TOGETHER WITH all improvements located thereon, but expressly excluding improvements and structures owned by any tenant or other third party ("**Improvements**"), without warranty, all and singular the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in anywise appertaining thereto, and without warranty, all right, title, and interest of Grantor, if any, in and to all strips and gores and any land lying in the bed of any street, road or alley, open or proposed, adjoining such Land (the foregoing, together with the Land, are herein referred to as the "**Property**"), subject only to those matters set forth and described on **EXHIBIT "B"** attached hereto and by this reference made a part hereof (herein collectively referred to as the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the same unto Grantee, and it successors and assigns forever.

And, except as to the matters, exceptions and easements herein set forth, Grantor, hereby covenants with Grantee, and its successors and assigns, that Grantor is seized of an indefeasible estate in fee simple in the Property, that the Property is free and clear of all encumbrances except as noted above, that Grantor has good right to sell and convey the Property, and Grantor, does hereby WARRANT and will forever DEFEND the title to the Property unto Grantee, and its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

[*signature page follows*]

IN WITNESS WHEREOF, the said Grantor has executed this deed this the 31 day of March, 2023.

GRANTOR:

EPIC ALABAMA MARITIME ASSETS, LLC
A Delaware limited liability company

By: _____
JOHN HERREN
Its Authorized Signatory

STATE OF LOUISIANA)
PARISH OF NEW ORLEANS)

I, the undersigned Notary Public in and for said County/Parish in said State, hereby certify that JOHN HERREN, whose name as authorized signatory of EPIC ALABAMA MARITIME ASSETS, LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer of the company and with full authority, executed the same voluntarily on the day the same bears date.

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

_____
NOTARY PUBLIC
My Commission Expires: at death

[SEAL]

H. HUNTER JOHNSTON
NOTARY PUBLIC
State of Louisiana
My Commission Is Issued For Life
LA Bar Roll No. 40410
Notary ID No. 193111

#101145981v2

EXHIBIT A

Legal Description

Lots 1 and 3 as shown on the subdivision plat of Pinto Island Industrial Park recorded on March 30, 2023 as Instrument # 2023019114 in the public records of the Office of the Judge of Probate of Mobile County, Alabama.

EXHIBIT B

Permitted Exceptions

1. [Deleted]

2. Taxes and assessments for the year **2023** due and payable and subsequent years, not yet due and payable.

3. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings; whether or not shown by the records of such agency or by the Public Records.

4. [Deleted]

5. [Deleted]

6. [Deleted]

7. [Deleted]

8. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

9. [Deleted]

10. [Deleted]

11. [Deleted]

12. Right of way granted the State of Alabama by Alabama Dry Dock & Shipbuilding Company by instrument dated December 31, 1946 and recorded in Deed Book 418, Page 624.

13. [Deleted].

14. Right of way granted Alabama State Docks Department by Alabama Dry Dock & Shipbuilding Company, by instrument dated May 22, 1962 and recorded in Real Property Book 345, Page 45.

15. Easement granted the State of Alabama by Alabama Dry Dock & Shipbuilding Company, by instrument dated January 25, 1962 and recorded in Real Property Book 345, Page 49.

16. Easement granted Mobile Gas Service Corporation by instrument dated May 14, 1970 and recorded in Real Property Book 968, Page 779.

17. Easement granted the Board of Water and Sewer Commissioners of the City of Mobile by instrument dated February 7, 1973 and recorded in Real Property Book 1227, Page 233.

18. Easement granted Bellsouth Telecommunications, Inc. by instrument dated February 28, 1996 and recorded in Real Property Book 4377, Page 25.

19. Easement granted the Board of Water and Sewer Commissioners of the City of Mobile by instrument dated May 26, 2004 and recorded in Real Property Book 5626, Page 306.

20. Waterline Easement granted Alabama State Port Authority, an agency of the State of Alabama, by Atlantic Alabama Property Holding Company, L.L.C., by instrument dated March 9, 2009 and recorded on March 16, 2009 in Real Property Book 6506, Page 232.

21. Reservations, restrictions, easements and maintenance agreements contained in deed from Atlantic Alabama Property Holding Company, LLC to Alabama State Port Authority dated July 5, 2007 and recorded in Real Property Book 6216, Page 210 which was corrected by Correction Deed dated August 20, 2007 and recorded in Real Property Book 6247, Page 1452.

22. Declaration of Covenants, Conditions, and Restrictions recorded at Book 6677, Page 446.

23. Easement granted to Alabama Power Company recorded at Book 6202, Page 468.

24. Boundary Line Agreement entered into between Mobile Real Property Holdings, LLC and BAE Systems SSY Alabama Property Holdings, LLC f/k/a Atlantic Alabama Property Holding Company, LLC recorded on May 19, 2011 at Book: 6779, Page 1252.

25. Easement from BAE Systems SSY Alabama Property Holdings LLC to Alabama Power Company recorded on March 14, 2016 at Book: LR7357, Page: 108.

26. Right of Way deed from Epic Alabama Maritime Assets, LLC to City of Mobile dated November 26, 2019 and recorded on December 17, 2019 as Instrument No. 2019073064.

27. All matters shown on the subdivision plat of Pinto Island Industrial Park recorded on March 30, 2023 as Instrument # 2023019114 .

28. Mutual Access and Utility Easement Agreement between Epic Alabama Maritime Assets, LLC and Austal USA, LLC dated April 17, 2023 and recorded on April _, 2023 as Instrument No. _____.

29. Unrecorded lease dated April 17, 2023 between Austal USA, LLC, as landlord, and Alabama Shipyard, LLC, as tenant.

NOTE: All recording references in this deed are to the public records in the Office of the Judge of Probate of Mobile County, Alabama.

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name	EPIC Alabama Maritime Assets, LLC	Grantee's Name	Austual USA, LLC
Mailing Address	660 Dunlap Drive	Mailing Address	100 Austal Way
	Mobile, AL 36602		Mobile, AL 36602
Property Address	Lot 1 and 3	Date of Sale	April 17, 2023
	Pinto Island Industrial Park	Total Purchase Price	$ 32,500,000.00
	Mobile, AL 36602	or	
		Actual Value	$
		or	
		Assessor's Market Value	$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

- [ ] Bill of Sale
- [ ] Sales Contract
- [x] Closing Statement
- [ ] Appraisal
- [ ] Other

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 04/17/2023 Print Clay A. Lanham

[ ] Unattested _____ (verified by) Sign _____ (Grantor/Grantee/Owner/Agent) circle one

Form RT-1

eForms

MOBILE CITY PLANNING COMMISSION
June 27, 2023
PUBLIC HEARING NOTICE

Re: 350, 400, 530, & 660 Dunlap Drive
MOD-002556-2023
Pinto Island Industrial Park Subdivision
Joey Nunnally, Austal USA
District 2
Modification of a previously approved Planned Unit Development to allow the construction of four (4) ship assembly bays for an existing shipyard in an I-2, Heavy Industry District.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, July 20, 2023, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, July 19, 2023, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
June 27, 2023
PUBLIC HEARING NOTICE

Re: 350,400,530, & 660 Dunlap Drive
MOD-002556-2023
Pinto Island Industrial Park Subdivision
Joey Nunnally, Austal USA
District 2
Modification of a previously approved Planned Unit Development to allow the construction of four (4) ship assembly bays for an existing shipyard in an I-2, Heavy Industry District.

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, July 20, 2023, at 2:00 p.m., to consider the above referenced application.

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

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, July 19, 2023, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

MOD-002556-2023

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** — Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B

☐ **Planned Development** — Checklist C

■ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	Joey Nunnally	
Firm:	Austal USA	
Phone:	251-318-7053	
Email:	joey.nunnally@austalusa.com	
Address:	195 Dunlap Dr. Mobile, Al. 36602	

	Owner	Design Professional
Name:	Austal USA LLC	
Firm:	Austal USA LLC	
Phone:	251-318-7053	
Email:	joey.nunnally@austalusa.com	
Address:	195 Dunlap Dr. Mobile Al 36602	

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

195 Dunlap Dr. Mobile Al 36602 — Property Address

approx 65 acres — Property Area (acres or square feet)

02249089,03381076,02249132,02249150,012900126 — Parcel Number(s) or Key Number(s)

I-2 — Present Zoning or Transect District

I-2 — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Joey Nunnally — Digitally signed by Joey Nunnally Date: 2023.06.09 13:06:00 -05'00'

Owner Signature

6/9/2023

Date

Joey Nunnally — Digitally signed by Joey Nunnally Date: 2023.06.09 13:06:36 -05'00'

Applicant or Agent Signature (if applicable)

6/9/2023

Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

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

Joey Nunnally — Digitally signed by Joey Nunnally Date: 2023.06.09 13:06:53 -05'00'

Applicant or Agent Signature

6/9/2023

Date

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

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

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

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

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   With the new growth that these new facilities will accomadate we align with the plan in the following ways. Diversifying the economic base, Retaining existing business, Expanding and developing industries that utilize mobiles natural esources, increase employment, cultivate a robust pool of skilled workers, and coordinate long range planning amongst industry clusters

   Heavy Industry
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   We are surrounded by heavy shipyard construction

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   There is no impact to development or improvement on neighboring properties

4. Does the site design include adequate public facilities and utilities? ■ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ■ Yes ☐ No

6. Please provide the following information:

   ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

   3 ship assembly bay (180 feet tall, 411feet x 623 feet)

   1 large ship assembly bay (150 feet tall, 310 feet x 875 feet)

   ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

   The land currently has no landscapping but Austal will do what is required by the City

   ☐ Lighting:

   Lighting will be LED and may encoorporate solor power as well.

   ☐ Hours of operation:

   ☐ Other conditions that are unique to the use of the property:

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

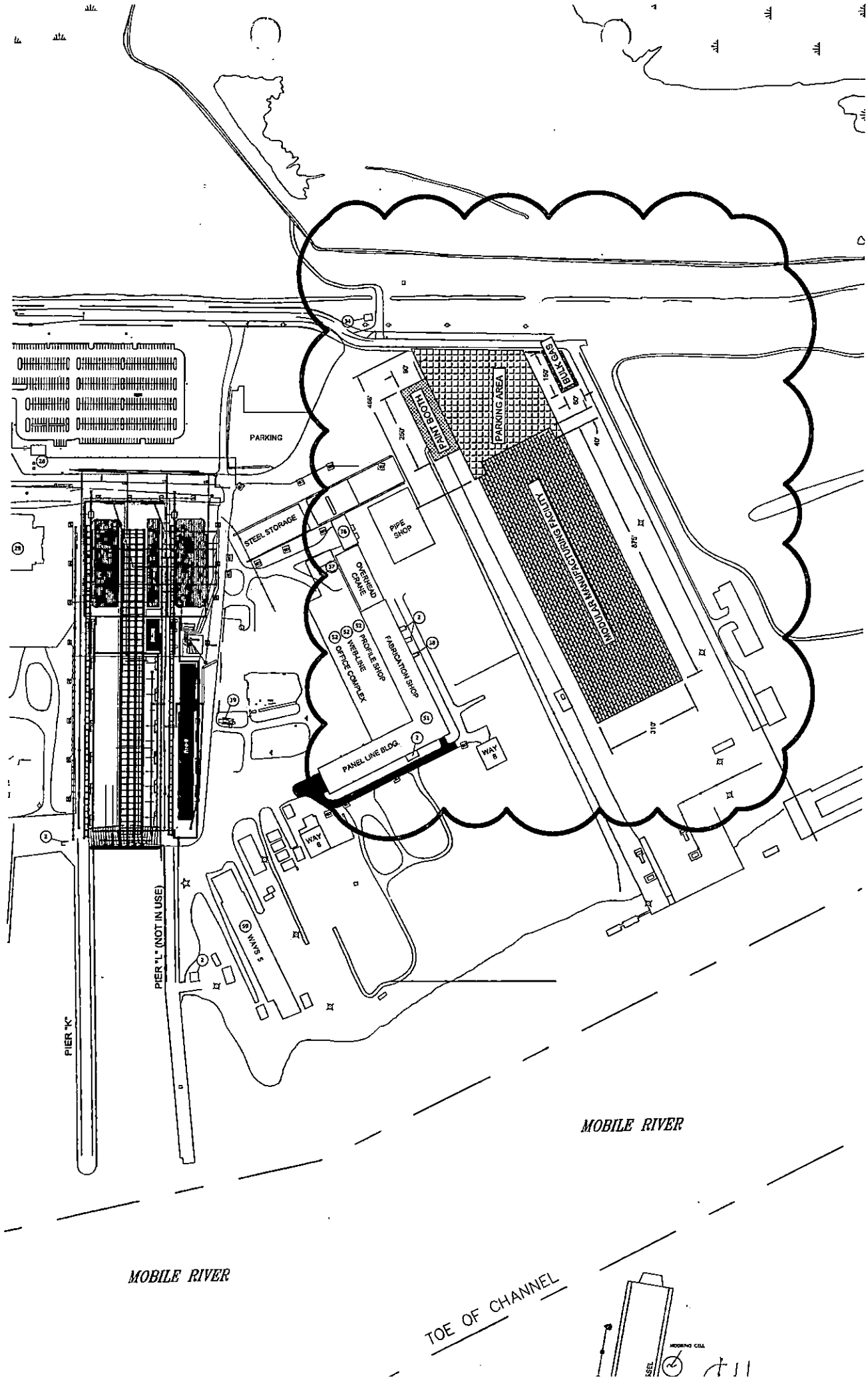
   Austal is one of the few large manufacturing compaines in the State that create minimal impact to the enirоment.

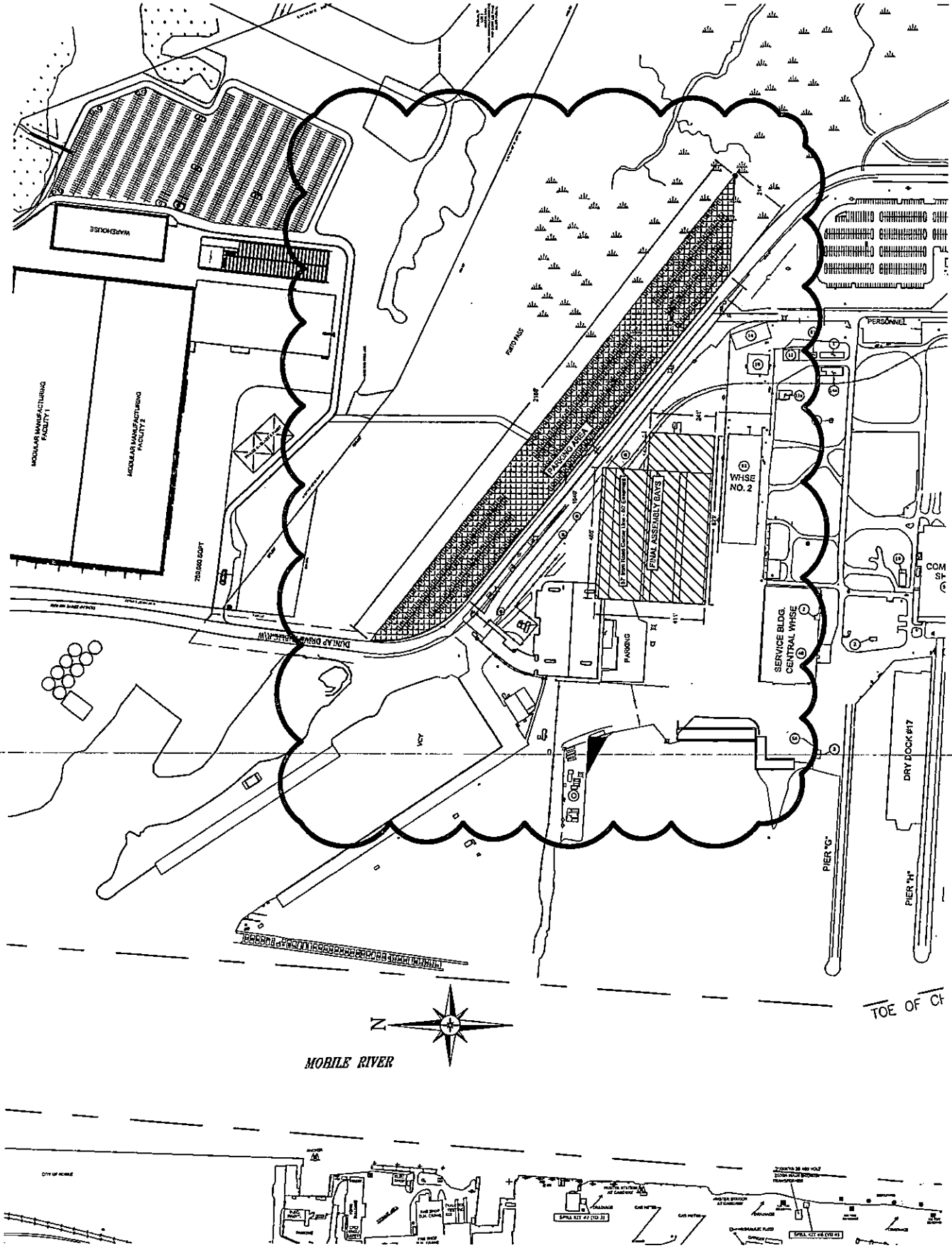
   We bring in raw materiaals such as steel and aluminum and through welding create ships .

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

   Austal employees skilled labor and professionals.

   These high paying jobs have and will enhance the lives of Mobile citizens. Austal USA is one of the largest employers in the State and wil only expand those numbers with these new contacts and buildings. the expected increase in employment is 2000 in the next 24 months.


PARKING
STEEL STORAGE
PIPE SHOP
OVERHEAD CRANE
PROFILE SHOP
WEB-LINE OFFICE COMPLEX
FABRICATION SHOP
PANEL LINE BLDG.
WAY 6
WAY 6
WAYS 5
PIER "L" (NOT IN USE)
PIER "K"
PAINT BOOTH
PARKING AREA
BULK GAS
MODULAR MANUFACTURING FACILITY
MOBILE RIVER
MOBILE RIVER
TOE OF CHANNEL


WAREHOUSE
MODULAR MANUFACTURING FACILITY 1
MODULAR MANUFACTURING FACILITY 2
PARKING AREA
PERSONNEL
WHSE NO. 2
FINAL ASSEMBLY BAYS
SERVICE BLDG CENTRAL WHSE
PARKING
DRY DOCK #17
PIER "G"
PIER "H"
TOE OF
N
MOBILE RIVER

EPIC ALABAMA MARITIME ASSETS LLC,
A DELAWARE LIMITED LIABILITY
COMPANY
660 DUNLAP DR
MOBILE, AL 36602

AUSTAL USA LLC
1 DUNLAP DR
MOBILE, AL 36602

ALABAMA STATE PORT AUTHORITY
ATTN: DIRECTOR & CEO
250 N WATER ST STE 300
MOBILE, AL 36602

STATE OF ALABAMA DEPARTMENT OF
CONSERVATION NATURAL RESOURCES
64 NORTH UNION STREET
MONTGOMERY, AL 36130

STATE OF ALABAMA DEPARTMENT OF
CONSERVATION NATURAL RESOURCES
64 NORTH UNION STREET
MONTGOMERY, AL 36104

STATE OF ALABAMA DEPARTMENT OF
TRANSPORTATION
1701 N BELTLINE HWY
MOBILE, AL 36618

STATE OF ALABAMA DEPARTMENT OF
TRANSPORTATION
PO BOX 1588
MOBILE, AL 36601

ORCA INC AN ALABAMA CORPORATION
1101 S CONCEPTION
MOBILE, AL 36603

Agenda Item #: 8

MOD-002556-2023

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

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
350, 400, 530 & 660 Dunlap Drive

Subdivision Name:
Pinto Island Industrial Park Subdivision

Applicant / Agent:
Joey Nunnally, Austal USA

Property Owner:
Austal USA, LLC and EPIC Alabama Maritime Assets

Current Zoning:
I-2, Heavy Industry District

Future Land Use:
Heavy Industry

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- Not provided

Proposal:

- Modification of a previously approved Planned Unit Development

Considerations:

1. Modification of a previously approved Planned Unit Development with eight (8) conditions.

Report Contents: **Page**

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

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by industrial units.

APPLICATION NUMBER 8 DATE July 20, 2023

APPLICANT Pinto Island Industrial Park Subdivision

REQUEST PUD Modification

N

NTS

SITE HISTORY

The subject site was originally developed as the Alabama Drydock and Shipbuilding Company in 1917, and remained such until that business ceased operations in the mid 1970s. Since then the site has been under various ownerships, all for the purpose of marine vessel building, modification or dismantling.

The site has had numerous Planned Unit Development (PUD) applications approved since 1996. The over-all site last received PUD approval in 2007 to allow multiple buildings, on multiple parcels with shared parking and access.

STAFF COMMENTS

Engineering Comments:

ADD THE FOLLOWING NOTES TO THE REVISED PUD SITE PLAN:

1. Any work performed in the existing Public ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

The subject site is developed as an existing shipyard. The applicant proposes to expand within two areas of the facility in order to fabricate modular components for nuclear submarines constructed by other shipyards. No PUD has been approved by the Commission which covers the entire site. As PUD approvals are site plan-specific and as the current expansion proposal is much larger in nature, the site is required to obtain major modification approval in order to proceed with the proposed construction.

No time frame for the proposed development was provided; however, the applicant states that an increase in employment of 2,000 workers is expected in the next 24 months. All access to the two (2) areas of expansion would be via Dunlap Drive and the existing internal drives.

Three (3) final assembly bays are proposed toward the north end of the site totaling approximately 229,193 square feet. Further to the North, a large parking area is proposed between Dunlap Drive and the remains of Pinto Pass. Toward the South end of the site a modular manufacturing facility consisting of approximately 271,250 square feet is proposed, as well as a bulk gas storage building, a paint booth building and an associated parking area.

The development as proposed will consist of over 500,000 square feet of building improvements, thus constituting a 50% plus improvement for the site; therefore, full compliance with the UDC will be required. From a landscaping perspective, the site must have 12% landscaping (64-2-22.E.10); however, as the site is zoned I-2 and is served by internal access streets, tree plantings are only required for the parking areas.

Regarding parking, if these new buildings generate 2,000 employees as stipulated by the applicant, then 667 parking spaces are required, and the UDC stipulates that any parking spaces in excess of the minimum requirement must be Alternative Surface. However, due to site being zoned I-2, the entire parking area could be an approved Alternative Surface – gravel (64-3-12.A.5.(c)(3) and 64-3-12.A.5.(d)(3)). In terms of parking there are other considerations involved, such as the provision of pedestrian safety aisles (64-3-12.A.5.(i) and (j)) and the provision of compliant tree and landscape islands (64-3-7.A.2.(b)(3)a and Section 64-3-7.A.3.(c)(2)). Bicycle parking is also required per 64-3-12.A.9.(b).

The proposed building expansions will comply with setback and site coverage allowances of the UDC; however, the buildings will exceed the maximum height allowed in an I-2 district, thus a variance for the building height would be required.

A revised Modified Planned Unit Development site plan (hard copy and pdf) illustrating compliance should be submitted to and approved by Planning and Zoning prior to recording the plan in Probate Court, as required by Section 64-5-8-B.2(f).

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

> Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:
>
> 1. Is consistent with all applicable requirements of this Chapter;
> 2. Is compatible with the character of the surrounding neighborhood;
> 3. Will not impede the orderly development and improvement of surrounding property;
> 4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
>
> a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
> b. Includes adequate public facilities and utilities;
>
> 5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
> 6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
> 7. Shall not be detrimental or endanger the public health, safety or general welfare.
> 8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planned Unit Development, the following conditions should apply:

1. Full compliance with the UDC, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking;
2. Obtaining of the required height variances from the Board of Zoning Adjustment;
3. Compliance with all Engineering comments noted in this staff report;
4. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in this staff report;
5. Compliance with all Urban Forestry comments noted in this staff report;
6. Compliance with all Fire Department comments noted in this staff report;

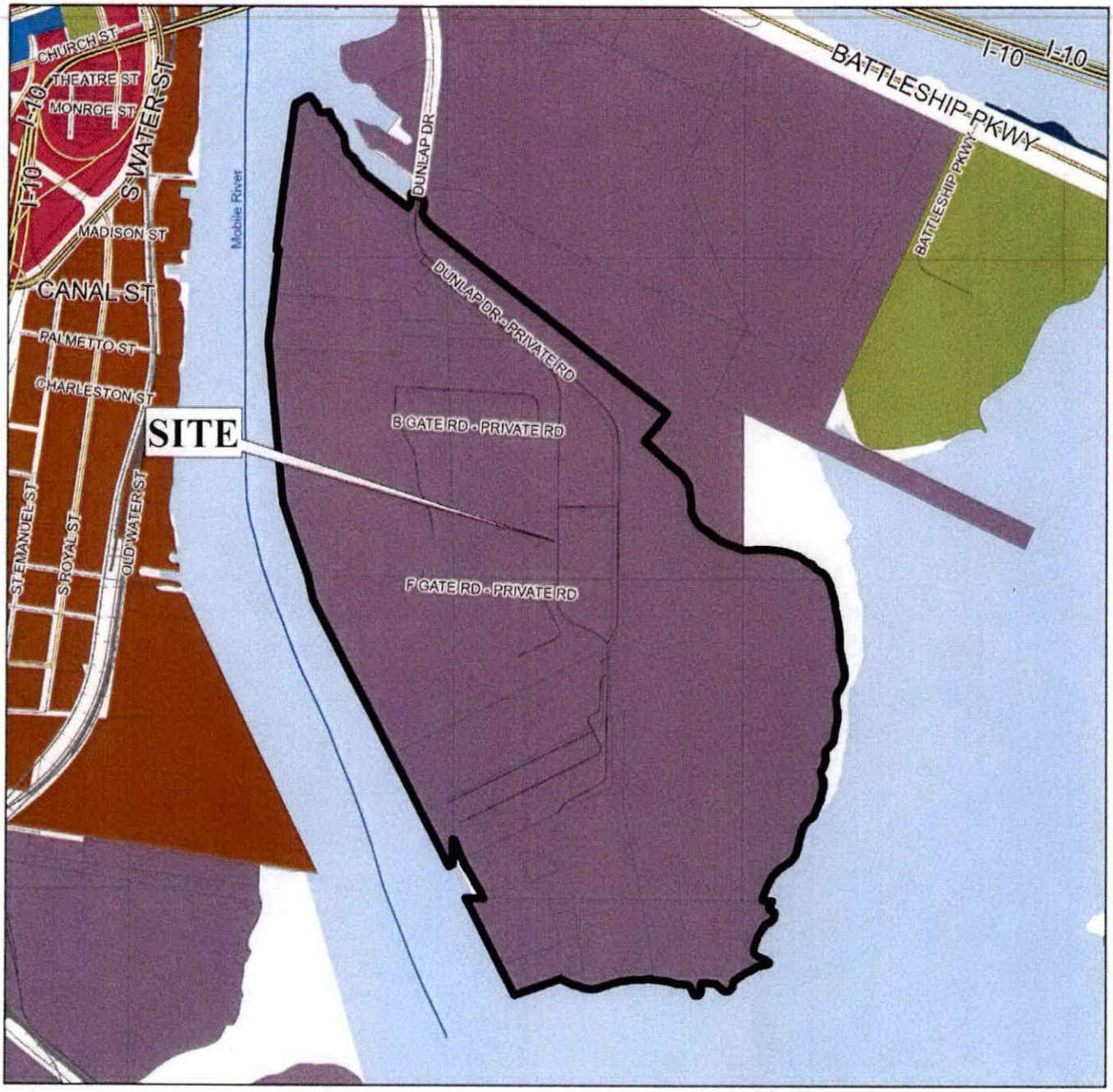
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
8. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 8 DATE July 20, 2023	N
APPLICANT Pinto Island Industrial Park Subdivision	
REQUEST PUD Modification	NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE July 20, 2023

APPLICANT Pinto Island Industrial Park Subdivision

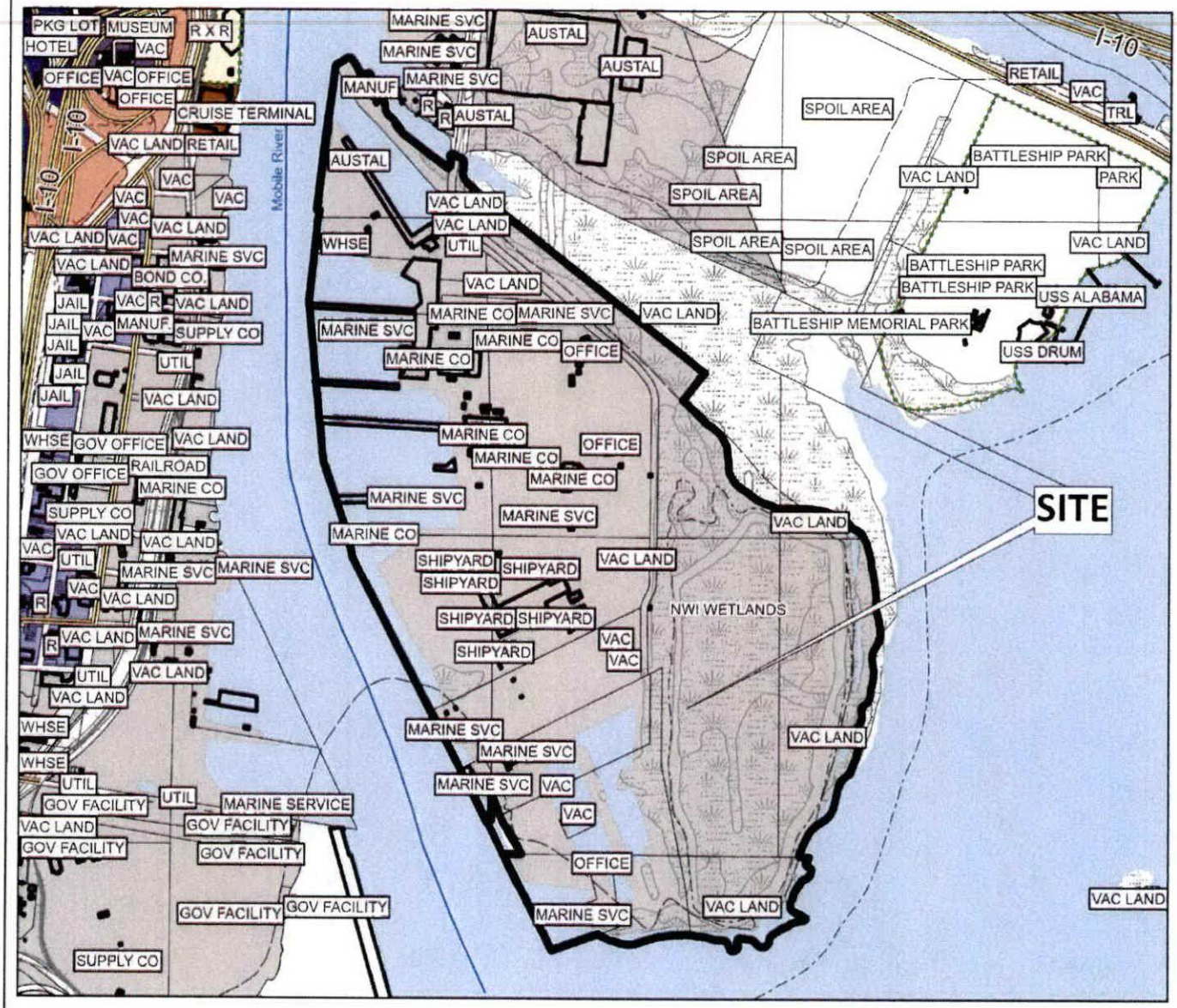
REQUEST PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by industrial units.

APPLICATION NUMBER 8 DATE July 20, 2023

APPLICANT Pinto Island Industrial Park Subdivision

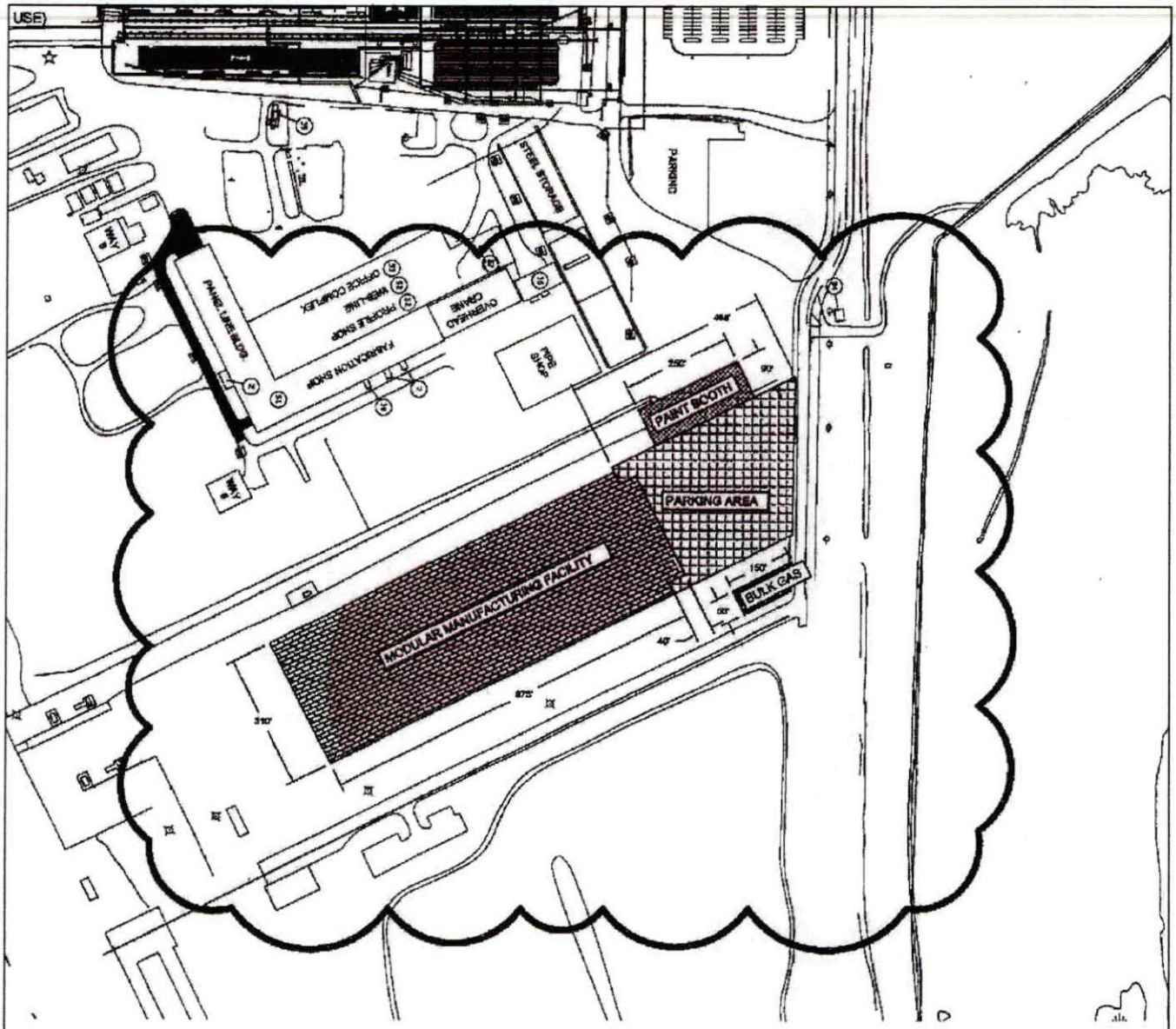
REQUEST PUD Modification

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 8 DATE July 20, 2023

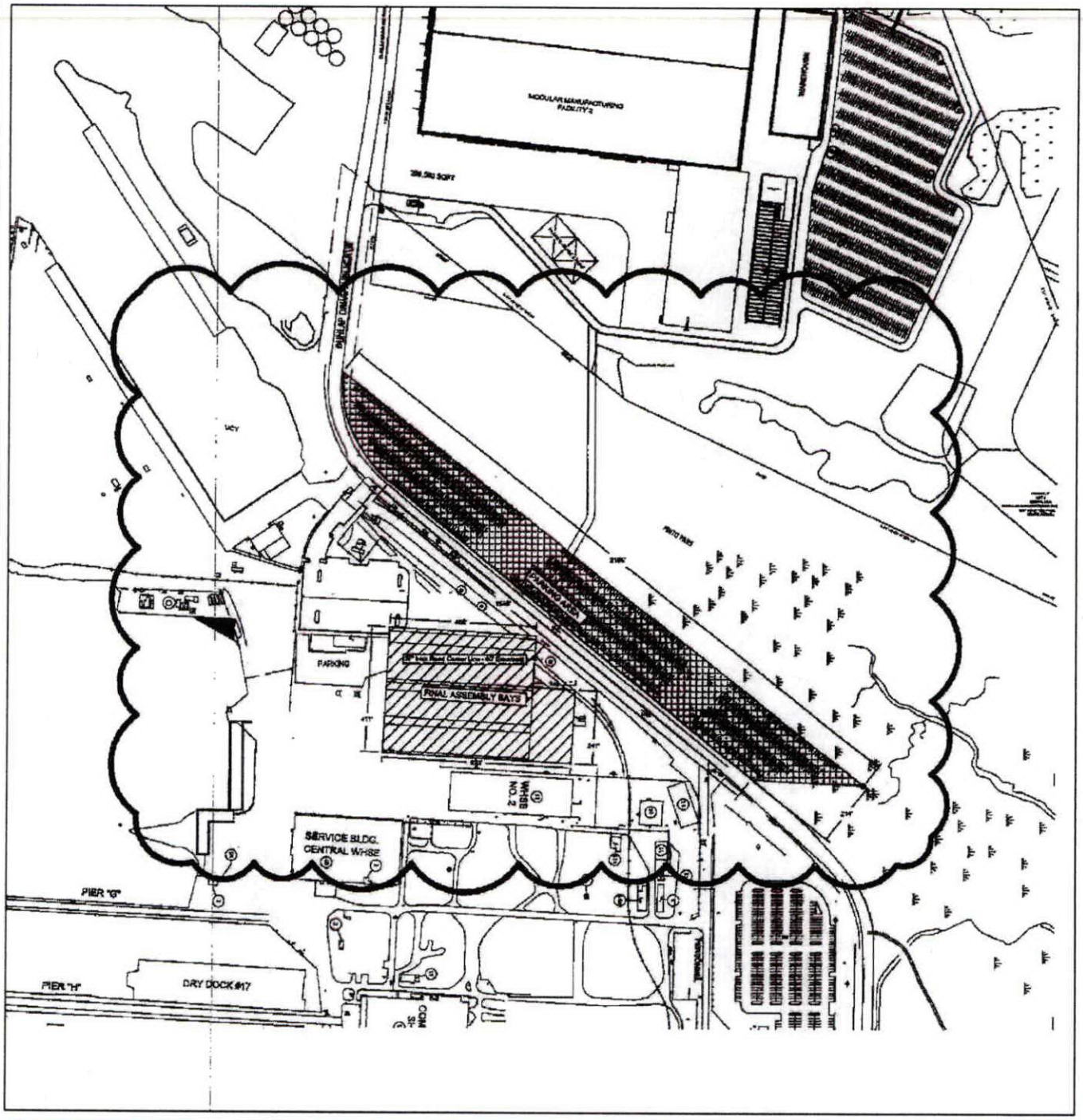
APPLICANT Pinto Island Industrial Park Subdivision

REQUEST PUD Modification

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 8 DATE July 20, 2023

APPLICANT Pinto Island Industrial Park Subdivision

REQUEST PUD Modification

N

NTS

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

Zoning District Correspondence Matrix

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

HEAVY INDUSTRY (HI)

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

Heavy industrial areas include collection, treatment, and manufacturing processes which use raw materials, are distinguished by the presence of noise, vibration, and/or odors, and benefit from easy access to a multimodal freight transportation network. Certain types of heavy industry are characterized by low building coverage and activities that rely on large areas of outdoor storage of raw material stockpiles and/or waste-product disposal areas, storage tanks, pipelines, and transportation yards to handle the transfer of heavy materials. The outdoor storage areas should be screened as much as possible by the nature of the stored materials.

Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts of the heavy industrial use. Undeveloped areas of HI parcels that have tree cover may be used as buffering between the heavy industrial use and other uses. Where buffers do not exist naturally, they should be provided as spelled out in the zoning and subdivision regulations. Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

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

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Submitted by:

Nick Amberger, P.E., Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman Cory Penn

Purpose and Scope of Project:

Approve agreement with Alabama Department of Transportation for Grading/Landscaping Permit and Cooperative Maintenance.

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

ATTACHMENTS:

Description	Type	Upload Date
Resurfacing	Cover Memo	8/30/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	8/31/2023 - 10:19 AM
Legal	Kern, Chris	Approved	8/31/2023 - 1:52 PM
Mayors Office	Barber, James	Approved	8/31/2023 - 2:37 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson & Councilman Cory Penn

WHEREAS, the City intends to construct a Streetscape Improvement Project of approximately 0.78 miles on U.S. Hwy 45,

WHEREAS, the City intends to resurface, add curb and gutter, and upgrade sidewalks to become ADA compliant ,

WHEREAS, U.S. Hwy 45 is an Alabama Department of Transportation (ALDOT) maintained road,

WHEREAS, work within the ALDOT right-of-way requires permitting from ALDOT,

WHEREAS, ALDOT requires the City to accept the maintenance of these upgrades.

NOW THEREFORE, 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 Grading/Landscaping Permit and a Cooperative Maintenance Agreement, by and between the City of Mobile and the Alabama Department of Transportation.

_____

City Clerk

ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR GRADING AND/OR LANDSCAPING ON RIGHT OF WAY

County **Mobile**

Route Number **AL-17/US-45**

Milepost **2.31 to 3.09**

FOR OFFICIAL USE ONLY
DATE RECEIVED FROM APPLICANT: __/__/____
PERMIT NUMBER: _____

Bonding Agency _____ Bond Number _____

Associated Permits and/or Documents **Project plans - US Highway 45 Streetscape Improvement Project from Wilson Avenue to Prichard Avenue, MB-06A, Cost Share Agreement**

THIS AGREEMENT is entered into this the _____ day of _____, 20____, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and _____, hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT proposes to grade and/or landscape ALDOT Right of Way located and described as follows: **Grading and landscaping necessary to fulfill the requirements of the City of Mobile contract for the US Highway 45 Streetscape Improvement project from Wilson Avenue to Prichard Avenue (Project #2022-3005-06). Including curb and gutter installation, culvert extensions, sidewalk replacement and installation, inlet modifications, and stormwater pipe installation.**

NOW, THEREFORE, in order to preserve the right-of-way in an appropriate functional condition it is agreed between the parties hereto as follows:

1. All grading on the right-of-way will be confined to and coextensive with the limits of the APPLICANT's own property which is adjacent to and coextensive with the right-of-way.

2. All work shall be subject to the inspection and approval of ALDOT and located as shown on the approved plans previously submitted to ALDOT which are hereby made a part of this Agreement by reference.

3. A copy of the Agreement and the plans will be kept at the site of work, at all times, by the APPLICANT.

4. ALDOT does not grant the APPLICANT any right, title, or claim to any highway right-of-way.

5. The APPLICANT will not store material, excess dirt, or equipment on the shoulders or pavement and in event of multi-lane highways, in the median strips. The pavement will be kept free by the APPLICANT from mud and from excavation waste from trucks or other equipment. On completion of the work, all excess material will be removed from the right-of-way by the APPLICANT.

6. All disturbed areas shall be top-soiled and re-vegetated by the APPLICANT in accordance with the standard specifications of ALDOT.

7. In accomplishment of the work by the APPLICANT, no drainage structures or channels will be changed or altered other than as shown on the plans.

8. In no case shall post development drainage from beyond the ROW Limits, directed toward the roadway, be greater than the pre-construction runoff nor shall the post development increase the runoff within the ROW. Should the post development drainage increase to unacceptable levels, the property owner shall restore drainage to the pre-construction levels and restore the ROW to pre-construction conditions.

9. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part of this permit by reference.

10. The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

The APPLICANT will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The APPLICANT must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase II of storm-water construction requirements. In the event a NOI is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

11. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the APPLICANT to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

12. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part of this permit by reference. The APPLICANT will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work shall begin until a copy of such ticket is obtained and the APPLICANT shall keep a copy of such ticket at the site of work.

13. The APPLICANT will provide all necessary and adequate safety precautions such as signs, flags, lights, barricades, and flagmen in accordance with the national Manual on Uniform Traffic Control Devices, of record in ALDOT.

14. If hazardous material is encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous material and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous material encountered.

15. Any utility adjustment will be by agreement between the APPLICANT and the Utility, and any such agreement shall be subject to the approval of ALDOT.

16. This permit is valid for the contract period which is defined as follows: All proposed work as described and submitted in the permit documents must be completed within one year from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work.

17. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to ALDOT. Should the APPLICANT not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the APPLICANT and the APPLICANT agrees to pay ALDOT all such costs as a result.

18. Once work is begun, the APPLICANT shall pursue the work continuously and diligently until completion. Should the APPLICANT feel that the work cannot be completed in a one year period, they shall submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved.

19. The APPLICANT will file with ALDOT an acceptable certified check or bond in the penal amount of $_____ (Bond Number: _____) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 16. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms.

20. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

☒ If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees , caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

☐ If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

☐ If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term or its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

☐ If the applicant is not a county, incorporated municipality, or state governmental agency or institution then:

The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, ALDOT, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.

21. This agreement when executed will not be valid or binding until the APPLICANT has complied with all existing ordinances, laws, and zoning boards that have jurisdiction in the county, city, or municipality in which the facilities are located.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the _____ day of _____, 20_____.

_____
Legal Name of Applicant

WITNESS:

_____

By: _____
Authorized Signature and Title for Applicant

_____
Typed or Printed Name of Signee

_____
Address Line 1

_____
Address Line 2

_____
Telephone Number

FOR OFFICIAL USE ONLY

RECOMMENDED FOR APPROVAL:

DISTRICT:	_____	_____	_____
	Printed Name	Signature	Date
AREA:	_____	_____	_____
	Printed Name	Signature	Date
REGION:	_____	_____	_____
	Printed Name	Signature	Date

APPROVED:
ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

(PLEASE CHECK APPROPRIATE BOX)

- ☐ **CENTRAL OFFICE**
- ☐ **REGION**
- ☐ **AREA**
- ☐ **DISTRICT**

By:	_____	_____	_____
	Printed Name	Signature	Date

ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR THE COOPERATIVE MAINTENANCE OF PUBLIC RIGHT OF WAY

County **Mobile**

Route Number **AL-17/US-45**

Milepost **2.31 to 3.09**

Resolution Number _____

FOR OFFICIAL USE ONLY
DATE RECEIVED FROM APPLICANT: __/__/____
PERMIT NUMBER: _____

Associated Permits and/or Documents **Project plans - US Highway 45 Streetscape Improvement Project from Wilson Avenue to Prichard Avenue, MB-05, Cost Share Agreement**

THIS AGREEMENT, entered into this the _____ day of _____, 20**23**, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and **the City of Mobile**, in an effort to provide maintenance within the city limits of **Mobile** along Route **US-45**, the **the City of Mobile** agrees to maintain **approximately 0.78 miles of streetscape improvments along US Highway 45 between Wilson Avenue and Prichard Avenue.** in the ALDOT right-of-way from milepost **2.31** to **3.09**. All maintenance shall conform to standards and specifications of ALDOT and the ALDOT approved version of the national Manual on Uniform Traffic Control Devices. Any future proposed work not described in this agreement or any associated agreements shall be requested by permit and is subject to approval by ALDOT. It is furthermore understood by the parties that the map attached hereto describes the current situation. The parties understand that this agreement and the plans attached hereto may be amended by the mutual agreement of the parties.

In accepting the above, ALDOT and APPLICANT agree to do the following:

1. Adequate sight distances must be maintained for maximum public safety; otherwise ALDOT reserves the right to remedy this situation in the most expedient manner.

2. ALDOT is not responsible for the safety of the individual involved or taking part in this work during maintenance operations.

3. If ALDOT construction (repair of drainage and traffic structures, crossovers and other minor construction) is done in the subject area, it will be the responsibility of ALDOT to establish a stand of vegetative cover if deemed necessary by ALDOT and then the APPLICANT'S responsibility to maintain the vegetative cover as stipulated herein. In the event of major construction in the subject area, this Agreement shall be voided at a time designated by ALDOT.

4. Any proposed work, whether being performed or accomplished, that is described within or with any associated proposal is subject to the inspection and approval of ALDOT. Should the APPLICANT fail to conform to the provisions of the Agreement, such failure shall be grounds for termination and shall be cause for ALDOT to assume the maintenance at the APPLICANT's expense and/or remove the work and restore the right-of-way to ALDOT's discretion at the expense of the APPLICANT. The APPLICANT agrees to pay ALDOT all such costs as a result. ALDOT shall provide thirty (30) days notice, in writing, or any termination.

5. A copy of this Agreement must be kept by all parties that sign the Agreement. The State of Alabama does not grant APPLICANT any right, title, or claim on any highway right-of-way.

6. The APPLICANT agrees to store no equipment, materials, or debris of any kind on the shoulders of pavement and in the case of multi-lane highways, in the median strips. The pavement will be kept free from waste and equipment.

7. This Agreement is executed with the understanding that it is not valid until the APPLICANT has complied with all existing ordinances, laws and zoning boards that have jurisdiction in the county, city, or municipality.

8. The APPLICANT may perform any herbicide treatments necessary to maintain the appearance of the roadside with written permission from ALDOT. This includes but is not limited to concrete islands, median barriers, curbs, and other structures. Herbicide treatments shall conform to the guidelines found in the current edition of *Chapter IV: ALDOT Herbicide Treatment Recommendations*. Treatments shall be applied by an individual in possession of a current Commercial Applicator Permit (ROW category) issued by the Alabama Department of Agriculture & Industries. Daily application reports shall be made available for review by ALDOT upon request.

9. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

X If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

_____ If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

_____ If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term or its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

10. The APPLICANT agrees to provide pruning and/or trimming of plants in any existing or newly landscaped areas.

11. No new installation or removal of plantings is allowed on the right-of-way under this agreement.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the _____ day of _____, 20**23**.

_____
Legal Name of Applicant

WITNESS:

_____ By: _____
Authorized Signature and Title for Applicant

_____
Typed or Printed Name of Signee

_____ _____
Telephone Number Address Line 1

_____ _____
Contact Email Address Address Line 2

FOR OFFICIAL USE ONLY

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AS TO CONTENT AND FORM:

BY: _____ _____ _____
Chief Counsel (Printed) Signature Date

RECOMMENDED FOR APPROVAL:

DISTRICT: _____ _____ _____
Printed Name Signature Date

AREA: _____ _____ _____
Printed Name Signature Date

REGION: _____ _____ _____
Printed Name Signature Date

APPROVED:
ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

(PLEASE CHECK APPROPRIATE BOX)
- ☐ **CENTRAL OFFICE**
- ☐ **REGION**
- ☐ **AREA**
- ☐ **DISTRICT**

By: _____ _____ _____
Printed Name Signature Date

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Submitted by:
Ricardo Woods

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
To provide Cruise Terminal and Berthing services to Carnival Cruise Lines during the Term for the fees stated therein.

Amount of Contract:
$140,000.00

Effective Date of Contract:
10/6/2023

Funding Source

Project # 6020-42010 Carnival Cruise LIne Marketing Incentive	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	8/30/2023 - 5:06 PM
Budget	Sapp, Celia	Approved	8/31/2023 - 9:03 AM
Mayors Office	Barber, James	Approved	8/31/2023 - 12:26 PM

Legal	Kern, Chris	Approved	8/30/2023 - 5:06 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Submitted by:

KIM CARMODY, DIRECTOR OF PARKS AND RECREATION

Sponsored by:

MAYOR SANDY STIMPSON

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
JOHNATHON AMES TEACHING PRO RESOLUTION	Cover Memo	8/25/2023
JOHNATHON AMES AMENDMENT TO CONTRACT	Cover Memo	8/25/2023

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	Carmody, Kim	Approved	8/25/2023 - 3:40 PM
Budget	Sapp, Celia	Approved	8/30/2023 - 10:10 AM
Legal	Kern, Chris	Approved	8/30/2023 - 11:25 AM
Legal	Kern, Chris	Approved	8/30/2023 - 11:25 AM
Mayors Office	Barber, James	Approved	8/31/2023 - 12:29 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 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 with Johnathon Ames to provide tennis lessons and clinics for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event shall exceed $80,000 per year 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.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

_____

City Clerk

Professional Services Contract
City of Mobile

Mobile Tennis Teaching PRO

AMENDED AND RESTATED AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this ____ day of _____ 2023, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and JOHNATHON AMES (sometimes hereinafter Contractor)

WHEREAS, the Parties entered into that certain Professional Services Contract, dated as of April 19, 2022, for the purposes of professional tennis services (Original Agreement);

WHEREAS, the Parties desire to amend and restate the Original Agreement in its entirety; and

WHEREAS, Contractor is engaged in the business of teaching tennis lessons/clinics;

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant, and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. Contractor agrees that it will provide the services as described below and in the attached Exhibit A, Statement of Work. To the extent that the terms of Exhibit A are inconsistent with those in this Agreement, the terms contained this Agreement shall control.

B. The Director, Mobile Tennis Center, or his designated representative, shall provide specific tasking to the Contractor with respect to the series described in Exhibit A.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed according to the fee schedule and payment terms attached in Exhibit A. The total amount of this contract should not exceed $80,000 per year.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for thirty-six months or three years.

IV. GENERAL PROVISIONS

A. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

B. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no-financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint ventures, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies, or other thing or things whatsoever.

C. 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.

D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City, which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

E. Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

F. 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.

G. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at

its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

I. 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, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

J. The City's representative for purposes of this Agreement is the Director, Mobile Tennis Center. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Director, Mobile Tennis Center
City of Mobile
851 Gaillard Drive
Mobile, Alabama 36608

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:
JOHNATHON AMES
3962 Wimbledon Park
Mobile, Al 36608

L. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the transactions contemplated by this Agreement and supersedes all prior agreements, contracts, representations, warranties, promises, covenants, arrangements, communications, and understandings, oral or written, express or implied, between or among the parties with respect to the subject matter hereof, including, without limitation, the Original Agreement, which Original Agreement shall be deemed null and void, and of no further force or effect whatsoever following the date hereof.

L. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

M. 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 or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

N. 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 would be Mobile, Alabama.

O. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization, and assurances necessary in order to abide by the terms of this Agreement.

P. The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491 , Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with 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 there from.

Q. 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY_____
Its Mayor

ATTEST:

BY_____
Its City Clerk

_____
JOHNATHON AMES, Tennis Professional

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that JOHNATHON AMES, 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 24 day of August, 2023

SEAL

Notary public _____

MY COMMISSION EXPIRES DECEMBER 14, 2025

MY COMMISSION EXPIRES: _____

JARMIECE SIMPSON NOTARY PUBLIC ALABAMA STATE AT LARGE

Exhibit A

Statement of Work

1. Contractor will possess and maintain a current SafePlay certification, USPTA or PTR certification, liability insurance with additional coverage to include City of Mobile, and CPR/AED certification. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.

2. Contractor will always maintain a professional appearance and demeanor while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.

3. Contractor will uphold and enforce Mobile Tennis Center Policies and Procedures and strictly enforce and adhere to the Inclement Weather Policy.

4. Tennis Center will set and collect all Customer fees for lessons and court usage. Students will make all lesson payments with the Tennis Center. Tennis Center will coordinate with Contractor to assign Customers to Contractor based on Contractor availability. Contractor is not required to accept any specific Customers or conduct any specific classes. Once Contractor accepts a customer or class assignment, Contractor is required to keep the student and class commitment for the duration of the scheduled class duration unless otherwise agreed to by the Tennis Center Director. The Tennis Center will notify students of class assignments and meeting dates and times. Contractor is not guaranteed a minimum amount of work.

5. Contractor is required to teach a minimum of 4 hours of public clinics per week when scheduled through the Mobile Tennis Center if the hours are available.

6. Contractor may also independently schedule Contractor's own lessons, at Contractor's own schedule, directly with Customers. Contractor must notify Tennis Center, of any planned instruction times, locations, and student names, at least 24 hours in advance of any class. Contractors must direct Customers to make payment for classes directly with the Tennis Center. The City will take 15% of every fee paid by the public for private lessons and group lessons.
7. This contract can be terminated at any time if either party wishes to do so.

8. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.

9. The City will provide balls, baskets, and other teaching aids to the contractor within reason.

10. City will pay Contractor per hour Contractor teaches according to the below pay rate schedule.

11. Contractor will invoice City, and City will pay Contractor, bi-weekly for the number of lessons taught the previous two weeks. Contractor must detail in Contractor's invoice the class dates, location, duration, and number of students for each class for which instructor is invoicing.

Private Instructor Lesson Rates at Mobile Tennis Center

HALF HOUR

Customer Pays $30.00 (1-6 STUDENTS) 85% to Instructor = $25.50

1 HOUR

Customer Pays $60.00 (1-6 STUDENTS) 85% to Instructor = $51.00

Customer Pays $70.00 (7-8 STUDENTS) 85% to Instructor = $59.50

Customer Pays $80.00 (9-12 STUDENTS) 85% to Instructor = $68.00

Public Clinic Instructor Pay Rates at Mobile Tennis Center

*HALF HOUR

$30.00 (1-6 STUDENTS)

*1 HOURS

$60.00 (1-6 STUDENTS)

$70.00 (7-8 STUDENTS)

$80.00 (9-12 STUDENTS) if only one Instructor

Private Group Clinic Instructor Pay Rate at Mobile Tennis Center

- City retains 15% of amount collected for Private Group Clinic Instruction
- Rates negotiated and agreed upon among Mobile Tennis Centers Administration, Instructor and Group Representative
- Rate cannot be lower than a Private Lesson Instructor Rate
- Private Clinic hours do not count as part of the Public Clinic Instruction requirement in the contract

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
Approve issuance of purchase orders for fuel for various locations.

General fund.

Amount of Contract:
Total all purchases = $215,527.56

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230829 Agenda Package Fuel POs	Cover Memo	8/29/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	8/31/2023 - 12:27 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 amount stated, and to approve the supporting bid award if required, for the following requisitions as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
14462	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$22,100.64	(279229) PETROLEUM TRADERS CORPORATION
14463	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$22,100.64	(279229) PETROLEUM TRADERS CORPORATION
14464	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$22,100.64	(279229) PETROLEUM TRADERS CORPORATION
14465	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$22,100.64	(279229) PETROLEUM TRADERS CORPORATION
14467	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$25,425.00	(279229) PETROLEUM TRADERS CORPORATION
14468	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$25,425.00	(279229) PETROLEUM TRADERS CORPORATION

14469	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$25,425.00	(279229) PETROLEUM TRADERS CORPORATION
14471	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$25,425.00	(279229) PETROLEUM TRADERS CORPORATION
14472	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT DIESEL FUEL (AL STATE CONTRACT)	$25,425.00	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____

City Clerk

Bill To	Requisition 00014462-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
08/28/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.69000	22058.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			22058.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00014462-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
08/28/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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 22100.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	22100.64	1744538.10
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	08/29/23	DONALD ROSE	Auto approved by: 9105neej
Approved	08/29/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	08/29/23	JOHN PAINE	Auto approved by: 9105neej
Approved	08/29/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	08/29/23	JAMES NEESE JR	

Bill To	Requisition 00014462-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
08/28/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00014463-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
08/28/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.69000	22058.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			22058.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00014463-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
08/28/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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 22100.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	22100.64	1744538.10
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	08/29/23	DONALD ROSE	Auto approved by: 9105neej
Approved	08/29/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	08/29/23	JOHN PAINE	Auto approved by: 9105neej
Approved	08/29/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	08/29/23	JAMES NEESE JR	

Bill To	Requisition 00014463-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
08/28/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00014464-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/28/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	8200.00 GALLON	2.69000	22058.00
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			22058.00
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	8200.00 EACH	0.00520	42.64
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00014464-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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

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LN	Description / Account	Qty	Unit Price	Net Price

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MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 22100.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	22100.64	1744538.10
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	08/29/23	DONALD ROSE	Auto approved by: 9105neej
Approved	08/29/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	08/29/23	JOHN PAINE	Auto approved by: 9105neej
Approved	08/29/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	08/29/23	JAMES NEESE JR	

Bill To	Requisition 00014464-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
08/28/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00014465-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
08/28/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.69000	22058.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			22058.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00014465-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
08/28/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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 22100.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	22100.64	1744538.10
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	08/29/23	DONALD ROSE	Auto approved by: 9105neej
Approved	08/29/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	08/29/23	JOHN PAINE	Auto approved by: 9105neej
Approved	08/29/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	08/29/23	JAMES NEESE JR	

Bill To	Requisition 00014465-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
08/28/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00014467-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
08/28/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT 180000000002-999-2			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	3.39000	25425.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			25425.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE	7500.00 EACH	0.00000	0.00
	Vendor Item Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00014467-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
08/28/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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 25425.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	25425.00	1744538.10
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	08/29/23	DONALD ROSE	Auto approved by: 9105neej
Approved	08/29/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	08/29/23	JOHN PAINE	Auto approved by: 9105neej
Approved	08/29/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	08/29/23	JAMES NEESE JR	

Bill To	Requisition 00014467-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
08/28/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00014468-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/28/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL STATE CONTRACT 180000000002-999-2			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7500.00 GALLON	3.39000	25425.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			25425.00
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	7500.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00014468-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
08/28/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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 25425.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	25425.00	1744538.10
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	08/29/23	DONALD ROSE	Auto approved by: 9105neej
Approved	08/29/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	08/29/23	JOHN PAINE	Auto approved by: 9105neej
Approved	08/29/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	08/29/23	JAMES NEESE JR	

Bill To	Requisition 00014468-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
08/28/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00014469-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/28/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL STATE CONTRACT 180000000002-999-2			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7500.00 GALLON	3.39000	25425.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			25425.00
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	7500.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00014469-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
08/28/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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 25425.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	25425.00	1744538.10
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	08/29/23	DONALD ROSE	Auto approved by: 9105neej
Approved	08/29/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	08/29/23	JOHN PAINE	Auto approved by: 9105neej
Approved	08/29/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	08/29/23	JAMES NEESE JR	

Bill To	Requisition 00014469-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
08/28/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00014471-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
08/28/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT 180000000002-999-2			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	3.39000	25425.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			25425.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7500.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00014471-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
08/28/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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 25425.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	25425.00	1744538.10
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	08/29/23	DONALD ROSE	Auto approved by: 9105neej
Approved	08/29/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	08/29/23	JOHN PAINE	Auto approved by: 9105neej
Approved	08/29/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	08/29/23	JAMES NEESE JR	

Bill To	Requisition 00014471-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
08/28/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID #5624-FUEL

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
1000-8199 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0387
DAVISON FUEL	0.11
MANSFIELD OIL **	0.3206
WARING OIL	13.5
OAGG, INC	3.6314

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
8200 GALLONS OR MORE PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0052
MANSFIELD OIL **	0.0226
DAVISON FUEL	0.042
WARING OIL	13.5
OAGG, INC	3.6314

DIESEL #2 (ULTRA LOW SULFUR) CLEAR ON ROAD
1000-2000 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.3500
MANSFIELD OIL **	0.3502
DAVISON FUEL	0.15
WARING OIL	14.5
OAGG, INC	3.8736

GASOLINE UNLEADED 89% OCTANE RATING, 0% ETHANOL
1000-2000 GALLONS PER DELIVERY

PETROLEUM TRADERS	0.3500
DAVISON FUEL	0.15
WARING OIL	18.5
MANSFIELD OIL**	.3825
OAGG, INC	3.9755

** DISCOUNT .0025/20 DAYS FROM DATE OF RECEIPT OF GOODS.

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: ms Buyer: 007

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:
10/14/2021	**5624**	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, October 28, 2021

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.					

FUEL

The City of Mobile requests bids for:
Regular E-10 Unleaded Gasoline, #2 Diesel Fuels, and Unleaded Gasoline, 89 Octane, 0% Ethane.

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.

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.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed 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

The following are taxes that the City of Mobile pays on each gallon of fuel purchased:

Gasoline/E-10:	Al Inspection Fee	.02
	Al Trust Fund	.012
	Fed Lust	.001
	Fed Oil Spill E-10	.00214
	TOTAL	.03514

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
	TOTAL	.04264

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 types of fuel:
Gasoline Unleaded Regular E-10 87 Octane Rating.
Gasoline may contain a maximum of 10% Ethanol.
Diesel #2 (Ultra Low Sulfur) Clear on Road.
Gasoline Unleaded 89 Octane, 0% Ethanol.

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.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

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

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.

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:
Gasoline Unleaded Regular E-10 87 Octane Rating
1000 – 8199 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded Regular E-10 87 Octane Rating
8200 Gallons or More per Delivery

_____
Margin Price per Gallon

Diesel #2 (Ultra Low Sulfur) Clear on Road
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded 89% Octane Rating, 0% Ethanol
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

TO BE AWARDED ON A PER ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.		Dollars	Cents	Dollars	Cents

The following are Locations, Numbers, and Sizes of Fuel Tanks for the City of Mobile:

Motor Pool **745 South Broad St., Mobile, AL 36604**
1 Ea. 10,000 Gallon Tank
(Unleaded, in ground)

Municipal Garage **770 Gayle St., Mobile, AL 36604**
2 Ea. 10,000 Gallon Tanks
(Unleaded, in ground)

1 Ea. 2000 Gallon Tank
(Unleaded, above ground, 0% Ethanol)

3rd Precinct **2165 St. Stephens Rd., Mobile, AL 36617**
1 Ea. 4,000 Gallon Tank
(Unleaded, above ground, Bobtail Delivery only)

Langan Park **4901 Museum Dr., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)
2 Ea. 1,000 Gallon Tanks
(Diesel, in ground)

4th Precinct **8080 Airport Blvd., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)

The Wave Transit **1224 West I-65 Svc. Rd., S., Mobile, AL 36606**
1 Ea. 1,200 Gallon Tank
(Unleaded, above ground)

Fire Station #7 **5525 Commerce Blvd., Mobile, AL 36619**
1 Ea. 2000 Gallon Tank
(Diesel, 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 completed order.

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 .

ITEM BASIS AWARD

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

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 _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

Contract: 180000000002-999-2 - GASOLINE & DIESEL FUEL Amendment #2

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
Joseph	Vanderpool	jvanderpool@petroleumtraders.com	888.637.7661

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/30/2021

End Date
8/30/2023

Documents

- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF

Items

Item Name	Product Code		UOM
MADISON, GASOLINE, 8,200 > GALLONS	180000000002-999-1-76	0.00	Gallon
MADISON, DIESEL, 7,500 > GALLONS	180000000002-999-1-77	0.00	Gallon
MARENGO, GASOLINE, 8,200 > GALLONS	180000000002-999-1-78	0.00	Gallon
MARENGO, DIESEL, 7,500 > GALLONS	180000000002-999-1-79	0.00	Gallon
MARION, GASOLINE, 8,200 > GALLONS	180000000002-999-1-80	0.00	Gallon
MARION, DIESEL, 7,500 > GALLONS	180000000002-999-1-81	0.00	Gallon
MARSHALL, GASOLINE, 8,200 > GALLONS	180000000002-999-1-82	0.00	Gallon
MARSHALL, DIESEL, 7,500 > GALLONS	180000000002-999-1-83	0.00	Gallon
MOBILE, DIESEL, 7,500 > GALLONS	180000000002-999-1-84	0.00	Gallon
MONROE, DIESEL, 7,500 > GALLONS	180000000002-999-1-85	0.00	Gallon
MONTGOMERY, GASOLINE, 8,200 > GALLONS	180000000002-999-1-86	0.00	Gallon
MONTGOMERY, DIESEL, 7,500 > GALLONS	180000000002-999-1-87	0.00	Gallon
MORGAN, GASOLINE, 8,200 > GALLONS	180000000002-999-1-88	0.00	Gallon
MORGAN, DIESEL, 7,500 > GALLONS	180000000002-999-1-89	0.00	Gallon
PERRY, GASOLINE, 8,200 > GALLONS	180000000002-999-1-90	0.00	Gallon

« ‹ 2 3 4 5 6 7 8 ›

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Diesel fuel for Wave Transit.
Wave Transit expense

Amount of Contract:

Total = $74,923.50

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

ATTACHMENTS:

Description	Type	Upload Date
20230825 Agenda Package Wave Fuel POs	Cover Memo	8/25/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	8/31/2023 - 12:27 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
14363	2023	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$25,225.50	(279229) PETROLEUM TRADERS CORPORATION
14364	2023	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$24,849.00	(279229) PETROLEUM TRADERS CORPORATION
14365	2023	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$24,849.00	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____

City Clerk

Bill To	Requisition 00014363-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	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
08/25/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL STATE CONTRACT			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7530.00 GALLON	3.35000	25225.50
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			25225.50
	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	7530.00 GALLON	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00014363-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	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
08/25/23	279229				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 25225.50

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	25225.50	
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	08/25/23	DONALD ROSE	Auto approved by: 9105paij
Approved	08/25/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/25/23	JOHN PAINE	Approved by: 9105neej
Approved	08/25/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00014363-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	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
08/25/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00014364-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	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
08/25/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL STATE CONTRACT			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7530.00 GALLON	3.30000	24849.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			24849.00
	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	7530.00 GALLON	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00014364-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
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	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/25/23	279229				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 24849.00

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	24849.00	
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	08/25/23	DONALD ROSE	Auto approved by: 9105paij
Approved	08/25/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/25/23	JOHN PAINE	Approved by: 9105neej
Approved	08/25/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00014364-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	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
08/25/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00014365-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	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
08/25/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL STATE CONTRACT			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7530.00 GALLON	3.30000	24849.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			24849.00
	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	7530.00 GALLON	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00014365-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
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	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/25/23	279229				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 24849.00

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	24849.00	
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	08/25/23	DONALD ROSE	Auto approved by: 9105paij
Approved	08/25/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/25/23	JOHN PAINE	Approved by: 9105neej
Approved	08/25/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00014365-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	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
08/25/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Contract: 180000000002-999-2 - GASOLINE & DIESEL FUEL Amendment #2

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
Joseph	Vanderpool	jvanderpool@petroleumtraders.com	888.637.7661

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/30/2021

End Date
8/30/2023

Documents

- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF

Items

Item Name	Product Code		UOM
MADISON, GASOLINE, 8,200 > GALLONS	180000000002-999-1-76	0.00	Gallon
MADISON, DIESEL, 7,500 > GALLONS	180000000002-999-1-77	0.00	Gallon
MARENGO, GASOLINE, 8,200 > GALLONS	180000000002-999-1-78	0.00	Gallon
MARENGO, DIESEL, 7,500 > GALLONS	180000000002-999-1-79	0.00	Gallon
MARION, GASOLINE, 8,200 > GALLONS	180000000002-999-1-80	0.00	Gallon
MARION, DIESEL, 7,500 > GALLONS	180000000002-999-1-81	0.00	Gallon
MARSHALL, GASOLINE, 8,200 > GALLONS	180000000002-999-1-82	0.00	Gallon
MARSHALL, DIESEL, 7,500 > GALLONS	180000000002-999-1-83	0.00	Gallon
MOBILE, DIESEL, 7,500 > GALLONS	180000000002-999-1-84	0.00	Gallon
MONROE, DIESEL, 7,500 > GALLONS	180000000002-999-1-85	0.00	Gallon
MONTGOMERY, GASOLINE, 8,200 > GALLONS	180000000002-999-1-86	0.00	Gallon
MONTGOMERY, DIESEL, 7,500 > GALLONS	180000000002-999-1-87	0.00	Gallon
MORGAN, GASOLINE, 8,200 > GALLONS	180000000002-999-1-88	0.00	Gallon
MORGAN, DIESEL, 7,500 > GALLONS	180000000002-999-1-89	0.00	Gallon
PERRY, GASOLINE, 8,200 > GALLONS	180000000002-999-1-90	0.00	Gallon

« ‹ 2 3 4 5 6 7 8 ›

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Autonation Ford Mobile for 2 Ford F350 4X4 pickup trucks for MFRD..
Fleet capital.

Amount of Contract:

$98,304.00

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

ATTACHMENTS:

Description	Type	Upload Date
20230831 Autonation Agenda Package POs	Cover Memo	8/31/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	8/31/2023 - 12:33 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
14450	2023	(1510) FIRE ADMINISTRATION	2 FORD F350 4X4 PICKUP TRUCKS (SEALED BID 5835)	$98,304.00	(270013) AUTONATION FORD MOBILE

Adopted:

_____
City Clerk

Bill To	Requisition 00014450-00 FY 2023
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 1

Vendor	Ship To
AUTONATION FORD MOBILE	FIRE CENTRAL SUPPLY
901 E I-65 SERVICE RD S	2851 OLD SHELL ROAD
	MOBILE, AL 36607
MOBILE, AL 36606	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-478-3351	Delivery Reference
Fax 251-643-1244	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/28/23	270013				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	TRUCK CAB + CHASSIS	2.00 EACH	49152.00000	98304.00

Additional Description Notes

FORD F350, 1-TON 4 X 4, XL SUPER DUTY, RACE RED IN COLOR
WITH 8 FOOT BED; 6.8 LITER V-8 GAS ENGINE; 4 WHEEL DRIVE;VEHICLE TO SINGLE REAR WHEELS;
TORQUE SHIFT G TEN SPEED AUTOMATIC WITH SELECTABLE DRIVE MODES; 3.73 ELECTRONIC LOCKING AXLE RATIO;; OFF-ROAD PACKAGE; HILL DESCENT CONTROL;SKID PLATES - TRANSFER CASE & FUEL TANK; 18” ARGENT PAINTED STEEL WHEELS; 33” OFF ROAD TIRE; HEAVY DUTY VINYL 40/20/40 SPLIT BENCH SEATS WITH CENTER ARMREST; NO CARPET INTERIOR; TRAILER PACKAGE

AS PER MY BID #5835 AND YOUR QUOTE

Vendor Item
Inventory Item/Loc 694

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP01522 .VEHICLEEXP. . 98304.00

Bill To	Requisition 00014450-00 FY 2023
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
AUTONATION FORD MOBILE 901 E I-65 SERVICE RD S MOBILE, AL 36606 Tel#251-478-3351 Fax 251-643-1244	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/28/23	270013				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Requisition Link

Requisition Total 98304.00

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

Account			Amount	Remaining Budget
E MP01522	.VEHICLEEXP.	.	98304.00	468071.64

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	98304.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	08/29/23	CHARLES SUMRALL	
Approved	08/29/23	SHONNDA SMITH	
Approved	08/29/23	JAMES DELAPP	Auto approved by: 910518244

Bill To	Requisition 00014450-00 FY 2023
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
AUTONATION FORD MOBILE	FIRE CENTRAL SUPPLY
901 E I-65 SERVICE RD S	2851 OLD SHELL ROAD
	MOBILE, AL 36607
MOBILE, AL 36606	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-478-3351	Delivery Reference
Fax 251-643-1244	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/28/23	270013				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	08/29/23	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	08/29/23	CASI CALLAWAY		Auto approved by: 910518244	
	Approved	08/31/23	DONALD ROSE		Auto approved by: 9105paij	
	Approved	08/31/23	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	08/31/23	JOHN PAINE			
	Approved	08/31/23	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

ADDENDUM

August 17, 2023

RE: City of Mobile Bid #5835 for 1 Ton 4x4 F350 2-door Pickup Truck

Please consider the following to be ADDENDUM to City of Mobile Bid #5835 for 1 Ton 4x4 F350 2-door Pickup Truck.

PAGE 1

CHANGE

From: Upon award, the City will buy a minimum of one (1) F350, 4x4, 2-door cab, gasoline engine and single rear wheels cab and chassis.

To: Upon award, the City will buy a minimum of one (1) F350, 4x4, 2-door cab, gasoline engine and single rear wheels.

PAGE 3

DELETE

Fixed 10,000 lb GVWR package
F-350 gas heavy duty payload package

CHANGE

From: 33" off road tires (LT285/70R17 A/T)

To: 33" off road tires

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile
JP/en

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:
08/11/2023	**5835**	MOTOR POOL	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, AUGUST 25, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents
Appx 1-3	**1 TON 4X4 F350 2-DOOR PICKUP TRUCK** 2023 or newer new Ford F350 4x4 2-door cab, pickup truck with 8-foot bed, gasoline engine with single rear wheels as per the following and attached specifications. Make_____Model_____ GVW_____Engine_____ Estimated delivery time after receipt of Purchase Order_____ Delivery may be a consideration in the award of this bid. Upon award, the City will buy a minimum of one (1) F350, 4x4, 2-door cab, gasoline engine and single rear wheels cab and chassis. 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 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 ALL OR NONE BASED ON AVAILABILITY**					
			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.

F-350 4x4 with 8 Foot Bed

***F-350 XL Super Duty**

***Race Red or Oxford White**

***6.8 liter V-8 gas engine**

***4 wheel drive**

***8 Foot bed**

***Vehicle to single rear wheels**

***TorqShift-G ten-speed automatic with selectable drive modes**

***3.73 Electronic locking axle ratio**

***Fixed 10,000 lb. GVWR package**

***F-350 Gas heavy-duty payload package**

***Off-road package**

***Hill Descent Control**

***Skid Plates - Transfer Case and Fuel Tank**

***18" Argent painted steel wheels**

***33" Off-Road Tire (LT285/70R17 A/T)**

***Heavy-duty vinyl 40/20/40 split bench seats with center armrest**

***No carpet interior**

Trailer package

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:9/12/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to McKinney Petroleum Equipment to replace Garage oil & grease-room tanks, pumps, and dispensing equipment.
Fleet Capital

Amount of Contract:

$79,097.40

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230828 MCKinney Agenda Package POs	Cover Memo	8/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	8/31/2023 - 12:31 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
13743	2023	(2050) FLEET MANAGEMENT-GARAGE	REPLACE GARAGE GREASE-ROOM TANKS, PUMPS, AND DISPENSING EQUIPMENT (SEALED BID 5821)	$79,097.40	(132500) MCKINNEY PETROLEUM EQUIPMENT

Adopted:

_____
City Clerk

Bill To	Requisition 00013743-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.42150. Review: Buyer: 9105paij Status: Approved

Vendor	Ship To
MCKINNEY PETROLEUM EQUIPMENT P O BOX 9099 MOBILE, AL 36691 Tel#251-661-8800 Fax 251-661-8821	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
08/10/23	132500				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	OIL AND GREASE ROOM UPGRADES AS PER BID #5821 VENDOR TO REMOVE EXISTING TANKS, PUMPS, REELS AND PLUMBING NECESSARY INORDER TO INSTALL THE NEW EQUIPMENT AS REQUIRED IN CITY OF MOBILE BID #5821. EMNDOR TO PROVIDE AND INSTALL NEW TANKS, PUMPS DISPENSING EQUIPMENT, REELS AND PLUMBING AS PER CITY OF MOBILE BID #5821. VENDOR REPONSIBLE TO PROPERLY DISPOSE AND DOCUMENT THE DISPOSAL OF EQUIPMENT AND ITEMS REMOVED FROM THE CITY OF MOBILE GARAGE . AS PER CITY OF MOBILE BID #5821 AND YOUR QUOTE	1.00 EACH	79097.40000	79097.40

Additional Description Notes

OIL AND GREASE ROOM UPGRADES AS PER BID #5821. VENDOR TO MAKE CHANGES AND UPGRADES TO OIL AND GREASE CHANGING ROOM AT 770 GAYLE ST. MUNICIPAL GARAGE.

1	7000.40.20.0000.0000.2070.0000.0000.42150.		79097.40

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Bill To	Requisition 00013743-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.42150. Review: Buyer: 9105paij Status: Approved Page 2

Vendor	Ship To
MCKINNEY PETROLEUM EQUIPMENT P O BOX 9099 MOBILE, AL 36691 Tel#251-661-8800 Fax 251-661-8821	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
08/10/23	132500				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 79097.40

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.42150.	79097.40	
MOTOR POOL EXP MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment
Approved	08/11/23	CHARLES SUMRALL	
Approved	08/14/23	SHONNDA SMITH	
Approved	08/14/23	JAMES DELAPP	Auto approved by: 910518244
Approved	08/14/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	08/26/23	DONALD ROSE	Auto approved by: 9105paij
Approved	08/26/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/26/23	JOHN PAINE	
Approved	08/26/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID TAB FOR BID #5821
OIL AND GREASE ROOM UPGRADES

SPATCO/MCKINNEY	$79,097.40

ADDENDUM #2

July 20, 2023

RE: City of Mobile Bid #5821 for Oil and Grease Room Upgrades

Please consider the following to be ADDENDUM #2 to City of Mobile Bid #5821 for Oil and Grease Room Upgrades.

ADD

Oil and water separator systems to be replaced on all oil type delivery systems.

ADD

Solenoid valves to be replaced.

ADD

Both ceiling-mounted grease reels are to be replaced. Hoses shall reach all corners of the grease room.

ADD

Remove 90WT oil tank and dispensing system.

Replace with new 400-gallon double-walled tank and dispensing system to include new pump and reel with hose.

ADD

Remove existing hose reels for grease and hydraulic oil/fluid of building with new hose reels with hoses.

Hose length to be 100 feet.

ADD

Used oil tank is not to be disturbed or replaced.

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile
JP/en

ADDENDUM

July 12, 2023

RE: City of Mobile Bid #5821 for Oil and Grease Room Upgrades

Please consider the following to be ADDENDUM to City of Mobile Bid #5821 for Oil and Grease Room Upgrades.

CHANGE DATE OF PRE-BID MEETING

FROM:
Wednesday, July 19, 2023, at 8:30 am

TO:
Thursday, July 20, 2023, at 8:30 am

If you have any questions, please feel free to contact purchasing@cityofmobile.org.

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile
JP/en

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:
07/03/2023	**5821**	GARAGE	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, FRIDAY, JULY 28, 2023**

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents

OIL AND GREASE ROOM UPGRADES

Vendor to make changes and upgrades to the Oil and Grease Changing Room at the City of Mobile Municipal Garage at 770 Gayle Street.

Changes to be as per the following and attached sheets:

A <u>mandatory</u> pre-bid meeting will be held on Wednesday, July 19, 2023 at 8:30 am at the Municipal Garage at 770 Gayle Street. Go to the Garage Office to meet.

Unescorted visits will not be allowed.

This meeting is mandatory. No bids will be accepted from vendors who do not attend the meeting.

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

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.

If you have any questions, please contact the Purchasing Department at purchasing@cityofmobile.org.

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.

Vendor to:

Remove 8 existing oil storage tanks.

Grease supply drums are not to be removed.

Remove existing pumps for the oil storage tanks and grease tank.

Vendor will remove existing oil and grease dispensing reels and hoses.

Vendor shall dispose of all old equipment and tanks.

Vendor to provide and install 4 new tanks for each oil product.

Minimum tank size to be 400 gallons.

Vendor to install new pumps for each product.

Grease dump/supply to get new pump only.

Vendor to intsall 4 new oil dispensing reels with hoses and nozzles in ceiling in the center of the Oil & Greese Changing Area.

Hose reel length shall be able to reach all 4 corners of the room.

There shall be a new grease dispensing reel installed in the ceiling with hose and nozzle.

Hose shall be long enough to reach all four (4) corners of the Grease Room.

Size of the Oil & Grease Change Room:

- 58'9" long
- 38'8" wide
- Current base mount of reels is 16'1" above the floor.

Once vendor has finished the installation, the City will put product in each tank to allow testing.

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:9/12/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Wastequip Manufacturing Company LLC for recycle bin compactor for DIP recycling center.
ADEM grant.

Amount of Contract:

$17,608.24

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230828 Wastequip Agenda Package POs	Cover Memo	8/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	8/31/2023 - 12:32 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
14303	2023	(2590) GRANT MANAGEMENT	RECYCLE BIN COMPACTOR FOR DIP RECYCLING CENTER (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$17,608.24	(294806) WASTEQUIP MANUFACTURING COMPANY LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00014303-00 FY 2023
ACCOUNTS PAYABLE	PO 23013242
P O BOX 389	Acct No:
	5032.70.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
WASTEQUIP MANUFACTURING COMPANY, LLC	GRANTS ADMINISTRATION
P.O. BOX 603008	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
CHARLOTTE, NC 28260-3008	MAITLAND.THULL@CITYOFMOBILE.ORG
USA	
Tel#(800) 424-0422 Ext.	Delivery Reference
Fax (704) 878-0734	M. THULL/T. BAXTER
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/24/23	294806				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER SOURCEWELL CONTRACT 040621-WQI AND QUOTE #WQ-10284668 DATED 8-22-2023			
001	COMPACTOR - 245IP STATIONARY	1.00 EACH	11438.00000	11438.00
	COMPACTOR MODEL INCLUDES A KEY START-AUTO-JOG,10HP TRI-VOLT T.E.F. C. MOTOR, UL/CUL LISTED, REMOTE POWER UNIT, WEATHER COVER, CONTROLS MOUNTED IN FACE OF NEMA 4 RATED PANEL, PRECISION GUIDED RAM, HEAVY DUTY RATCHET BINDERS, A.N.S. I Z.245.2 COMPLIANT AND WASTEC RATED			
	Additional Description Notes			
	ON THE DOORS FOR THE HOPPER THEY HAVE REQUESTED THAT THE HANDLE BE LOCATED ON THE RH SIDE OF THE DOOR...SO WHEN LOOKING AT DOOR TO OPEN BOTH SIDES WILL BE RH ACCESS...HINGE ON LH SIDE.			
1	5032.70.00.0000.0000.0000.0000.0000.47010.			
	E G-ARF .CAPEQUIPMT. .			11438.00
	Ship To			
	GRANTS ADMINISTRATION			
	205 GOVERNMENT STREET			
	4TH FLOOR SOUTH TOWER ROOM 454			
	MOBILE, AL 36644			
	Delivery Reference			
	M. THULL/T. BAXTER			

Bill To	Requisition 00014303-00 FY 2023
ACCOUNTS PAYABLE	PO 23013242
P O BOX 389	Acct No:
	5032.70.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
WASTEQUIP MANUFACTURING COMPANY, LLC	GRANTS ADMINISTRATION
P.O. BOX 603008	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
CHARLOTTE, NC 28260-3008	MAITLAND.THULL@CITYOFMOBILE.ORG
USA	
Tel#(800) 424-0422 Ext.	Delivery Reference
Fax (704) 878-0734	M. THULL/T. BAXTER
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/24/23	294806				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
002	COMPACTION-CO109-145-245IP-265XP-34 5IP HOPPER/DOGHOUSE-MAGNETIC DOOR INTERLOCK SWITCH-MOUNTED	2.00 EACH	306.00000	612.00
	1 5032.70.00.0000.0000.0000.0000.0000.47010. E G-ARF .CAPEQUIPMT. .			612.00
	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Delivery Reference M. THULL/T. BAXTER			
	Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
003	COMPACTION -	1.00	301.00000	301.00

Bill To	Requisition 00014303-00 FY 2023
ACCOUNTS PAYABLE	PO 23013242
P O BOX 389	Acct No:
	5032.70.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
WASTEQUIP MANUFACTURING COMPANY, LLC	GRANTS ADMINISTRATION
P.O. BOX 603008	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
CHARLOTTE, NC 28260-3008	MAITLAND.THULL@CITYOFMOBILE.ORG
USA	
Tel#(800) 424-0422 Ext.	Delivery Reference
Fax (704) 878-0734	M. THULL/T. BAXTER
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/24/23	294806				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	CO201-5S-145-245IP-265XP-345IP CONTAINER OPTIONS-GUIDE RAILS-5' STANDARD-WITH STOPS	EACH		
1	5032.70.00.0000.0000.0000.0000.0000.47010. E G-ARF .CAPEQUIPMT. .			301.00
	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Delivery Reference M. THULL/T. BAXTER			
	Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
004	COMPACTION-CO204-145-245IP-265XP-345IP HOPPER/DOGHOUSE-DOGHOUSE FULLY ENCLOSED, SINGLE DOOR, FRAME & LOCKING HASP	1.00 EACH	1460.00000	1460.00
1	5032.70.00.0000.0000.0000.0000.0000.47010. E G-ARF .CAPEQUIPMT. .			1460.00

Bill To	Requisition 00014303-00 FY 2023
ACCOUNTS PAYABLE	PO 23013242
P O BOX 389	Acct No:
	5032.70.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 4

Vendor	Ship To
WASTEQUIP MANUFACTURING COMPANY, LLC	GRANTS ADMINISTRATION
P.O. BOX 603008	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
CHARLOTTE, NC 28260-3008	MAITLAND.THULL@CITYOFMOBILE.ORG
USA	
Tel#(800) 424-0422 Ext.	Delivery Reference
Fax (704) 878-0734	M. THULL/T. BAXTER
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/24/23	294806				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Delivery Reference M. THULL/T. BAXTER Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
005	COMPACTION - CO244-145-245-265WP-245IP HOPPER/DOGHOUSE-EXTRA DOOR FOR DOGHOUSE	1.00 EACH	520.00000	520.00
	1 5302.30.15.0000.0000.1530.0000.0000.47010. E G-ARF .CAPEQUIPMT. .			520.00
	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Delivery Reference M. THULL/T. BAXTER			

Bill To	Requisition 00014303-00 FY 2023
ACCOUNTS PAYABLE	PO 23013242
P O BOX 389	Acct No:
	5032.70.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 5

Vendor
WASTEQUIP MANUFACTURING COMPANY, LLC
P.O. BOX 603008

CHARLOTTE, NC 28260-3008
USA
Tel#(800) 424-0422 Ext.
Fax (704) 878-0734

Ship To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644
MAITLAND.THULL@CITYOFMOBILE.ORG

Delivery Reference
M. THULL/T. BAXTER

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/24/23	294806				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
006	COMPACTION - VAF-STAT-1 GUARDIAN CONTROL SYSTEM	1.00 EACH	0.00000	0.00
	1 5032.70.00.0000.0000.0000.0000.0000.47010. E G-ARF .CAPEQUIPMT. .			.00
	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Delivery Reference M. THULL/T. BAXTER			
	Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
007	COMPACTION - VAF-STAT-2 (AMS)AUTOMATIC MAINTENANCE	1.00 EACH	0.00000	0.00

Bill To	Requisition 00014303-00 FY 2023
ACCOUNTS PAYABLE	PO 23013242
P O BOX 389	Acct No:
	5032.70.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 6

Vendor	Ship To
WASTEQUIP MANUFACTURING COMPANY, LLC	GRANTS ADMINISTRATION
P.O. BOX 603008	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
CHARLOTTE, NC 28260-3008	MAITLAND.THULL@CITYOFMOBILE.ORG
USA	
Tel#(800) 424-0422 Ext.	Delivery Reference
Fax (704) 878-0734	M. THULL/T. BAXTER
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/24/23	294806				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	SCHEDULER			
1	5032.70.00.0000.0000.0000.0000.0000.47010.			
	E G-ARF .CAPEQUIPMT. .			.00
	Ship To			
	GRANTS ADMINISTRATION			
	205 GOVERNMENT STREET			
	4TH FLOOR SOUTH TOWER ROOM 454			
	MOBILE, AL 36644			
	Delivery Reference			
	M. THULL/T. BAXTER			
	Deliver To			
	GRANTS ADMINISTRATION			
	205 GOVERNMENT STREET			
	4TH FLOOR SOUTH TOWER ROOM 454			
	MOBILE, AL 36644			
008	COMPACTION - VAF-STAT-3 100% FULL LIGHT	1.00 EACH	0.00000	0.00
1	5032.70.00.0000.0000.0000.0000.0000.47010.			
	E G-ARF .CAPEQUIPMT. .			.00

Bill To	Requisition 00014303-00 FY 2023
ACCOUNTS PAYABLE	PO 23013242
P O BOX 389	Acct No:
	5032.70.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 7

Vendor	Ship To
WASTEQUIP MANUFACTURING COMPANY, LLC	GRANTS ADMINISTRATION
P.O. BOX 603008	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
CHARLOTTE, NC 28260-3008	MAITLAND.THULL@CITYOFMOBILE.ORG
USA	
Tel#(800) 424-0422 Ext.	Delivery Reference
Fax (704) 878-0734	M. THULL/T. BAXTER
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/24/23	294806				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Delivery Reference M. THULL/T. BAXTER Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
009	COMPACTION - VAF-STAT-4 MULTICYCLE TIMER-FACTORY SET OF 2 CYCLES	1.00 EACH	0.00000	0.00
1	5032.70.00.0000.0000.0000.0000.0000.47010. E G-ARF .CAPEQUIPMT. .			.00
	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Delivery Reference M. THULL/T. BAXTER Deliver To			

Bill To	Requisition 00014303-00 FY 2023
ACCOUNTS PAYABLE	PO 23013242
P O BOX 389	Acct No:
	5032.70.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 8

Vendor	Ship To
WASTEQUIP MANUFACTURING COMPANY, LLC	GRANTS ADMINISTRATION
P.O. BOX 603008	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
CHARLOTTE, NC 28260-3008	MAITLAND.THULL@CITYOFMOBILE.ORG
USA	
Tel#(800) 424-0422 Ext.	Delivery Reference
Fax (704) 878-0734	M. THULL/T. BAXTER
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/24/23	294806				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
010	COMPACTION - VAF-STAT-5 LOW TEMPERATURE OIL	1.00 EACH	0.00000	0.00
	1 5032.70.00.0000.0000.0000.0000.0000.47010. E G-ARF .CAPEQUIPMT. .			.00
	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Delivery Reference M. THULL/T. BAXTER			
	Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
011	COMPACTION - VAF-STAT-6 WARRANTY: 3 YEARS STRUCTURAL, 1 YEAR PARTS AND 1 YEAR LABOR	1.00 EACH	0.00000	0.00

Bill To	Requisition 00014303-00 FY 2023
ACCOUNTS PAYABLE	PO 23013242
P O BOX 389	Acct No:
	5032.70.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 9

Vendor	Ship To
WASTEQUIP MANUFACTURING COMPANY, LLC	GRANTS ADMINISTRATION
P.O. BOX 603008	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
CHARLOTTE, NC 28260-3008	MAITLAND.THULL@CITYOFMOBILE.ORG
USA	
Tel#(800) 424-0422 Ext.	Delivery Reference
Fax (704) 878-0734	M. THULL/T. BAXTER
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/24/23	294806				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
1	5032.70.00.0000.0000.0000.0000.0000.47010.			
	E G-ARF .CAPEQUIPMT. .			.00
	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Delivery Reference M. THULL/T. BAXTER			
	Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
012	SURCHARGE	1.00 EACH	2436.27000	2436.27
1	5032.70.00.0000.0000.0000.0000.0000.47010.			
	E G-ARF .CAPEQUIPMT. .			2436.27
	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Delivery Reference M. THULL/T. BAXTER			

Bill To	Requisition 00014303-00 FY 2023
ACCOUNTS PAYABLE	PO 23013242
P O BOX 389	Acct No:
	5032.70.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 10

Vendor	Ship To
WASTEQUIP MANUFACTURING COMPANY, LLC	GRANTS ADMINISTRATION
P.O. BOX 603008	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
CHARLOTTE, NC 28260-3008	MAITLAND.THULL@CITYOFMOBILE.ORG
USA	
Tel#(800) 424-0422 Ext.	Delivery Reference
Fax (704) 878-0734	M. THULL/T. BAXTER
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/24/23	294806				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
013	FREIGHT	1.00 EACH	840.97000	840.97
	Vendor Item Inventory Item/Loc 14009			
	1 5032.70.00.0000.0000.0000.0000.0000.47010. E G-ARF .CAPEQUIPMT. .			840.97
	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Delivery Reference M. THULL/T. BAXTER			
	Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			

Requisition Link

Bill To	Requisition 00014303-00 FY 2023
ACCOUNTS PAYABLE	PO 23013242
P O BOX 389	Acct No:
	5032.70.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 11

Vendor	Ship To
WASTEQUIP MANUFACTURING COMPANY, LLC	GRANTS ADMINISTRATION
P.O. BOX 603008	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
CHARLOTTE, NC 28260-3008	MAITLAND.THULL@CITYOFMOBILE.ORG
USA	
Tel#(800) 424-0422 Ext.	Delivery Reference
Fax (704) 878-0734	M. THULL/T. BAXTER
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/24/23	294806				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Requisition Total			17608.24

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

Account	Amount	Remaining Budget
E G-ARF .CAPEQUIPMT. .	17608.24	-17608.24

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

Account	Amount	Remaining Budget
5032.70.00.0000.0000.0000.0000.0000.47010.	17088.24	
ADEM GRANTS EXP EQUIPMENT (GREATER $5000)		
5302.30.15.0000.0000.1530.0000.0000.47010.	520.00	
MCSENT GRANT EXP EQUIPMENT (GREATER $5000)		

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

Activity	Date	Clerk	Comment
Approved	08/24/23	CASI CALLAWAY	
Approved	08/24/23	CASI CALLAWAY	
Rejected	08/24/23	TAYLOR HARRIS	rejected upon request
Approved	08/24/23	TRAVIS MARSHALL	Auto approved by: 910520251
Approved	08/24/23	LAPORTSIA NETTLES	
Approved	08/24/23	TAYLOR HARRIS	
Approved	08/24/23	DONNA BRYARS	Auto approved by: 910518653
Approved	08/24/23	CODY SCOTT	Auto approved by: 910518653
Approved	08/24/23	RANDY THREADGILL	Auto approved by: 910518653
Approved	08/26/23	DONALD ROSE	Auto approved by: 9105paij
Approved	08/26/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/26/23	JOHN PAINE	
Approved	08/26/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00014303-00 FY 2023
ACCOUNTS PAYABLE	PO 23013242
P O BOX 389	Acct No:
	5032.70.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 12

Vendor	Ship To
WASTEQUIP MANUFACTURING COMPANY, LLC	GRANTS ADMINISTRATION
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	MOBILE, AL 36644
CHARLOTTE, NC 28260-3008	MAITLAND.THULL@CITYOFMOBILE.ORG
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Tel#(800) 424-0422 Ext.	Delivery Reference
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/24/23	294806				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

DocuSign Envelope ID: 5B290E55-F705-4D60-A76E-076252B0B96D

Solicitation Number: RFP #040621

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Wastequip Manufacturing Company LLC, 6525 Morrison Blvd., Suite 300, Charlotte, NC 28211 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Bulk Solid Waste and Recycling Equipment from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires June 2, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's affiliates, authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

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restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

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respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Vendor be liable for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, or exemplary damages, whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not the indemnitee was advised of the possibility of such damages.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article.

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Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less

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broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have 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. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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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. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Wastequip Manufacturing Company LLC
By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	By: DocuSigned by: John Defenbaugh IeI C78BB77820D1461...
Jeremy Schwartz	John Defenbaugh
Title: Chief Procurement Officer	Title: President-Commercial
Date: 5/26/2021 | 2:57 PM CDT	Date: 6/2/2021 | 2:32 PM EDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 6/2/2021 | 1:39 PM CDT

RFP 040621 - Bulk Solid Waste and Recycling Equipment

Vendor Details

Company Name:	Wastequip Manufacturing Company LLC
Does your company conduct business under any other name? If yes, please state:	Wastequip LLC
Address:	841 Meacham Road Bid Location Statesville, NC 28677
Contact:	Marya Jenkins
Email:	mjenkins@wastequip.com
Phone:	800-424-0422 09587
Fax:	800-424-0422
HST#:	223191624

Submission Details

Created On:	Thursday February 18, 2021 14:24:47
Submitted On:	Tuesday April 06, 2021 11:17:52
Submitted By:	Marya Jenkins
Email:	mjenkins@wastequip.com
Transaction #:	7520c546-beb0-4e2b-9423-af6d89d3f024
Submitter's IP Address:	65.158.142.90

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Wastequip LLC	*
2	Proposer Address:	6525 Morrison Blvd, Ste 300 Charlotte, NC 28211	*
3	Proposer website address:	www.wastequip.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Defenbaugh, President, Commercial 6525 Morrison Blvd, Ste 300 Charlotte, NC 28211 JDefenbaugh@wastequip.com 704.366.7140	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Marya Jenkins, Bid/Contract Specialist 841 Meacham Road Statesville, NC 28677 MJenkins@wastequip.com 800-242-0422 Ext 09587	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Privately held, Wastequip is the leading North American manufacturer of waste handling equipment. Headquartered in Charlotte, North Carolina with manufacturing and service facilities throughout North America, the company has over 2,000 employees across North America. With locations throughout the United States, we serve our customer base on a local level while delivering economies of scale that smaller manufacturers cannot achieve. Since many of our brand companies serve sectors in which it can be difficult and costly to ship products from remote locations, this gives us a distinct advantage over competitors with a smaller footprint. Wastequip was created to consolidate the highly fragmented and regionalized waste equipment manufacturing sector. Our vision was to provide the large and growing base of national haulers with a single source for their waste hauling needs, including standardized equipment, highly durable products, inventory availability, faster delivery and outstanding customer service. Wastequip established an extensive North American manufacturing and service footprint. Over the course of three decades, Wastequip strategically purchased the top companies and best brands — from refuse trucks, to hoists, carts and tarping systems — and united them under the Wastequip name.	*

8	What are your company's expectations in the event of an award?	As a possible incumbent awardee, Wastequip expects to: 1. Continue to increase awareness in the marketplace regarding our Sourcewell contract, our products and services by offering total product purchase solutions using our Sourcewell contract and teaming with other Awarded Sourcewell Vendors. 2. Continue to promote Sourcewell within our existing customer base and expand this offering to newly acquired divisions within Wastequip. 3. Continue to improve upon our dealer networks understanding of Sourcewell and how to utilize our Sourcewell contract to gain the competitive advantage. 4. Continue revenue growth by continuing to gain market share.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see the attachment labeled: 2. RFP 040621 Wastequip Q9 Financial Strength and Stability This attachment includes our 2020 unaudited financials and current bond rating letter.	*
10	What is your US market share for the solutions that you are proposing?	While Wastequip's exact market share information is company confidential and critical to our strategy for success, we can share more about our market position. Based on our internal estimates, we determined that most of Wastequip's business units enjoy a number one or number two position in the marketplace, including our Steel Group and Galbreath Mobile Group.	*
11	What is your Canadian market share for the solutions that you are proposing?	Most of our divisions do a very small amount of business in Canada therefore we do not track our Canadian market share.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b). Wastequip is best described as a manufacturer.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Wastequip has all requisite permits and licenses to operate in each local facility and service area. While there are no particular national licenses or certifications required to be held in our industry, Wastequip has implemented QUALITY ASSURANCE PROGRAM built on the same structure as ISO. 1.The purpose of our Kanban implementation is to produce exactly what the customer wants, when the customer wants and in the quantity the customer wants. 2. Our WPS system is a 5 step process for organizing our workplace. This organization establishes a workplace standard/normal condition. It creates a standardized, safe and better working environment. It enables us to work more effectively. It encourages ownership and teamwork and creates visual management tool by enabling quick recognition of abnormalities in order to take actions to return or improve the standard. 2. Wastequip operates facilities that are OSHA compliant. 3. Wastequip products offer full compliance with the following American National Standards Institute (ANSI) Standards to ensure consistent quality: ANSI Z245.30 – 2008 Waste Containers-Safety Requirements and Z245.60-2008 Waste Containers-Compatibility Dimensions ANSI Z245.2-2013 Stationary Compactors and Z245.5-2013 Baling Equipment ANSI Z245.1 Mobile Wastes and Recyclable Materials Collection Wastequip employees from several divisions have or are currently serving on National Waste and Recycling Association committees or subcommittees.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	2020 - Nick Wiseman, Wastequip's CHRO, was recognized by the HRO Today Association as a 2020 Finalist for the Engagement Strategy Excellence Awards for the North America Region. 2019 - Wastequip was recognized by Charlotte Magazine as the Best Company to Work For 2019 - Kristin Kinder, Wastequip's VP of Research and Waste Stream Sustainability, was recognized by Waste360 for 40 Under 40. 2019 - Henry Retamal, Wastequip's President of Operations, was recognized by Waste360 for 40 Under 40. 2018 - Steve Klueg, Wastequip's CFO, was recognized by the Charlotte Business Journal as CFO of the Year. 2018 - Rich Sedory, Wastequip's General Council, was recognized by the Charlotte Business Journal as Outstanding General Counsel of the Year. 2017 - Wastequip was recognized by the Charlotte Business Journal as the Middle Market Leader of the Year	*
17	What percentage of your sales are to the governmental sector in the past three years	For the product line being offered in this RFP, over the past three years approx. 6% of our total sales were to the government sector.	*
18	What percentage of your sales are to the education sector in the past three years	For the product line being offered in this RFP, over the past three years approx. 1% of our total sales were to the education sector.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell: National Co-Operative Contract; $9.44 M; $15.2 M; $13.9 M Houston Galveston Area Council (HGAC): National Co-Operative Contract; $762K; $924K; $1.06 M Texas BuyBoard: National Co-Operative Contract; $944K; $1.48 M; $821K	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None at this time.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Huntsville	Darrel Luker	936-581-6417	*
City of Nacogdoches	Cary Walker	936-559-2582	*
Calcasieu Parish	LJ Wimberly	337-721-3760	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
CITY OF ALBUQUERQUE	Government	Arizona - AZ	Provide refuse equipment	Varies	$1.72M	*
CITY OF MISSION	Government	Texas - TX	Provide refuse equipment	Varies	$796K	*
CITY OF HARLINGEN	Government	Texas - TX	Provide refuse equipment	Varies	$708K	*
CITY OF LOGAN	Government	Utah - UT	Provide refuse equipment	Varies	$525K	*
LOWER VALLEY WATER DISTRICT	Government	Texas - TX	Provide refuse equipment	Varies	$479K	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	The majority of Wastequip sales are made directly by Wastequip employed Regional Sales Managers (RSM). Our direct Wastequip employed sales network consist of the following: Wastequip Steel Group to include compaction equipment consists of (18) RSM's that cover the continental US, Hawaii, Alaska, and Canada and (8) Customer Services Representatives (CSR) Confab Steel Group consists of (3) RSM's that cover the lower US West Coast and Hawaii and (6) CSR's Galbreath Mobile Group consists of (5) RSM's that cover the continental US and Canada and (3) CSR's Amrep Mobile Hoist Group consists of (5) RSM's that cover the continental US and Canada and (8) CSR's All groups are supported by our Wastequip Bid Team and our Wastequip Call Center Inside Sales Team members. Wastequip also provides product group specific Warranty Teams. Together these team members perform all actions necessary to produce an acceptable level of sales, including, but not limited to: making sales calls necessary to cover territory, assisting with test programs and warranty administration. All dealers and service providers are independent third party contractors and employ their own teams consisting of sales, service and warranty staff.	*
24	Dealer network or other distribution methods.	All Wastequip Groups rely on a wide and geographically diverse independent third party dealer network and service providers who aid in developing new business and provide additional support services to Wastequip. 1. Wastequip/Confab Steel Groups offer approx. fourteen (14) Preferred Dealers who employ sales and service staffs. 2. Galbreath Mobile Group touts a robust dealer network for the cable hoist market consisting of approximately fifty (50) qualified Galbreath dealers located strategically across the US. 3. Amrep Mobile Hoist Group offers a geographically diverse independent third party dealer network consisting of (6) dealers with (11) locations, who aid in developing new business and provide additional support services to Amrep. Wastequip's Amrep division services our customers and dealer network from (5) factory owned locations. Our dealer network and service providers are fully supported by the Wastequip sales, service and warranty teams.	*
25	Service force.	All Wastequip Groups rely on a wide and geographically diverse independent third party dealer network and service providers who aid in developing new business and provide additional support services to Wastequip. Our Wastequip/Confab Group offers a nationwide service provider network of approximately 526 independently owned service provider companies who provide warranty, preventative maintenance, service and repair of equipment. Our Galbreath Mobile Group dealer network also provides warranty, preventative maintenance, service and repair of equipment assistance. All Wastequip Groups employ division specific engineering staff who are available for specific design projects or technical requirements. Our dealer network and service providers are fully supported by the Wastequip sales, service and warranty teams.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Wastequip prides itself on superior customer service and has significant experience servicing both large and small municipal and privately owned accounts as well as multi-location organizations. Our extensive customer base demands rigorous, just-in-time delivery performance and responsive customer service. Wastequip's Customer Service Representative (CSR) handle customer needs prior to, during, and after orders are placed with our company. Our goal for standard product order entry is to have customers' orders submitted, entered, and confirmed with ship dates within 48 hours of receiving the Purchase Order. Non-Standard or Special Products go through a similar process that includes engineering, sales drawing submittal for approval, and then from approval on to confirmed ship date. At Wastequip we want all customers to have a great experience with our products – from our first contact with us all the way through product delivery. As such, we have adopted the following customer service credo: Commitment: • We will treat all customers with respect (regardless of size) • We will follow up with customers upon receipt of order to ensure satisfaction • We will resolve any issues quickly Support: • We will provide a dedicated Customer Service Representative (CSR) for each participating member • We will respond quickly on quotes (same-day response in most cases) • We will provide an order confirmation (within 48 hours in most cases) • We will call customers with shipping & delivery information and provide early notification should there be any issues with orders	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All Wastequip Groups are able to fully serve all 50 states and U.S. Territories	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All Wastequip Groups are able to fully serve Canadian Provinces	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All Wastequip Groups are able to fully serve all 50 states, U.S. territories, and Canadian provinces.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	All Wastequip Groups are able to fully serve all 50 states, U.S. territories, and Canadian provinces. Wastequip's Amrep Mobile Hoist Group currently has a stronger presence in the Western Region of the United States. In 2018 an Eastern production facility was opened in Salisbury N.C. to manufacture for the Eastern market. Since 2018 Amrep has been widening its reach and presence in the Central and Eastern U.S. Wastequip's Amrep Group intends to maintain the expansion by continually adding support dealers in areas where service facilities are limited. There are no current contracts nor relationships that limit our ability to serve the aforementioned markets.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No specific contract requirements or restrictions would apply. Wastequip is able to serve these areas with all of our offered products. We find that the difference in our service involves Ocean Freight, different sized sea containers (different container quantities than over-the-road semi truck loads), and varying schedules for shipments. The shipments may vary due to restricted passage to these outlying states/territories whose path of shipment may involve extreme seasonal and other weather related issues. We find that these customers are more than aware of the issues surrounding their shipments, and they are most accepting of these differences for shipments.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Please see attached 7. RFP 040621 Wastequip Q32 Marketing Plan Samples Within selected media channels, Wastequip will announce its continuing partnership with Sourcewell via a press release or other content delivery form. This will be directed at those market categories with whom this message and value will resonate. Wastequip will advertise via digital and print platforms, including social media outlets, with paid and organic creative. The target audience will include Government buyers in such segments as Public Works and Municipalities, and in such publications as American City and County and/or Government Product News. Our association and partnership with Sourcewell will be prominently displayed at appropriate trade show events. Wastequip participates in a variety of major/national trade shows, as well as having a presence in numerous regional shows and events. We will promote the partnership by incorporating the Sourcewell logo on various show assets (such as banner stands) and literature as appropriate. Wastequip has numerous web properties that promote our value to the markets we serve, and we will include Sourcewell information and possibly a link back to Sourcewell (depending on link feasibility) on our web properties.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	***CONFIDENTIAL INFORMATION*** Facebook: Wastequip utilizes both paid and organic posts to promote partnerships, product release, service offerings, and our dedication to creating and maintaining a sustainable environment. We are able to hone our message and be exacting in who we reach, and our Facebook property allows for interaction with both customers (such as municipalities) and the general consumer. We are able to capture these visits to our page and understand if our messaging is resonating, and then adjust accordingly (if necessary). LinkedIn: This platform allows Wastequip to reach specific job titles and companies that have an interest in our product, and also allows us to open the door to new market opportunities and reaching new segments for penetration. Wastequip website properties: Within our websites, we provide the value we offer to the market and answer the question of "Why choose Wastequip." Our sites are segment focused, with a sub focus on product. We are able to capture data on visitors and gain a better understanding of what the market desires and what is important to them when selecting a supplier of products and services. Banner ads: Wastequip tracks site visits and conversions from keywords and banner ads as seen in publications of interest. Email inquiries are tracked through the sales cycle in Salesforce by lead source. Wastequip uses Google Analytics, Pardot tracking, Salesforce reporting, and pay per click data to enhance the effectiveness of our marketing campaigns. The Wastequip YouTube channel allows interested users (customers, consumers) to actually view a variety of products in use. This helps enhance reputation in the market, and broadens our message as being a provider of sustainable, durable, and effective products. Wastequip uses Twitter to share more news oriented content or retweet relevant waste industry news content.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Wastequip believes the Sourcewell role in promoting the contract is similar to Wastequip's'. Based on the success we have enjoyed with Sourcewell for the past 11 years we believe we have a good understanding of and appreciation for Sourcewells' promotion of our contract to its member agencies. Wastequip will continue to share the responsibilities. 1. Networking - In light of the current COVID pandemic and networking opportunity limitations, Wastequip and Sourcewell should share and exchange information in order to help each organization to promote the contract. Our organizations can share newsletters, participate in e-mail networks, or meet at seminars and conferences once open to the public events occur. 2. Multisector Collaborator - Sourcewell and Wastequip should continue to work together to look for ways to expand product offerings based on Sourcewell Member needs, if those needs were not initially included into the RFP. Sourcewell and Wastequip should work together to offer more in depth dealer/distributor network training. By sharing the above listed responsibilities Wastequip's aim is to strengthen the relationship between our Regional Sales Managers with the Sourcewell professional staff. We also look forward to more pro-active marketing of this contract through our Wastequip Marketing team using electronic media, shows and meetings. The Wastequip Bid Department will continue to be a primary conveyor of our partnership with Sourcewell, and include the appropriate logo and data in bid/contract packages as deemed necessary. This will extend the reach of Sourcewell into markets that Sourcewell currently may not serve and aide in bringing awareness to those markets.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, due to the special requirements of the products Wastequip manufactures, our products are not currently available for e-procurement to municipal/government entities.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Wastequip Steel Group offers specific Sales and Compaction Technical training consisting of the following: 1. Compaction Sales Training: Training is provided at no charge and consists of basic overview of compaction operation and usage. Nine classroom training modules cover fundamentals, process, applications, waste flow analysis, equipment types, feeding recommendations, electrical requirements, location analysis, site surveys, and available equipment options. Sales Training can be geared for 1 day or broken into smaller multiple sessions. 2. Compaction Technical Training: Training is a 2-day classroom and hands-on course for service and maintenance personnel of compaction and baler equipment. The course is $350 per student and each attendee receives a service training manual, training competitions certificate and an electric volt meter. The curriculum includes the following: 1. Plant Tour 2. Hydraulics 3. Electrical Theory 4. Hands-on hydraulic and electrical demonstrations 5. Troubleshooting systems 6. Application of classroom knowledge to achieve solutions 7. Guardian Control System 8. ANSI (American National Standards Institute) 9. Lock out / tag out procedures 10. Review of new equipment features	*
37	Describe any technological advances that your proposed products or services offer.	Wastequip manufactures a full range of garbage collection, compaction, transportation, and disposal equipment for residential, commercial, and industrial applications. Wastequip's commitment and continued investment into product innovation will lead to continuous improvement in every phase of waste management. 1. Wastequip has partnered SSAB, a global specialty steel supplier, to develop a high strength roll-off container for the construction and demolition industry. This container incorporates SSAB's Hardox 450 wear plate for better performance and sustainability to withstand the abuse of containers used in these dense waste applications. Wastequip's RockBox containers are twice as strong and last four times as long as standard containers used in these applications. The use of Hardox 450 wear plate and a unique floating body design allows this to be done without increasing the container tear weight. 2. Galbreath Mobile Group provides alternate fuel compatible roll-off hoists to meet the needs of customers desire to operate compressed natural gas (CNG) powered vehicles.	*

38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	At Wastequip, we’re focused on building a bright future for our employees, our communities, and our environment. And our CORE program — reflecting our COrporate REsponsibility commitment to sustainability, diversity and philanthropy — exhibits our dedication to: • Helping define the future of the waste industry with progressive thinking and leadership • Developing products with consideration for the environmental impact to future generations • Employing a diverse workforce, providing development opportunities and valuing diverse perspectives • Continuing to demonstrate social consciousness so our team members and customers are proud to work for or do business with Wastequip As part of the CORE program, Wastequip is committed to creating more sustainable products, processes and facilities, without sacrificing our legendary quality. Future generations are counting on us to create better products, and to do so more responsibly. As a manufacturer, identifying efficiencies in how we source materials and manufacture and distribute our Steel and Galbreath products is among our most environmentally impactful opportunities. • Incoming packaging efficiency: For incoming shipments, Wastequip has been standardizing our reusable pallets and containers and implementing circular take-back models with our pallet suppliers. • Material efficiency: We reprocess all scraps, cuts, and drops of remaining steel. We actively separate alternative materials (bronze, aluminum, carbon steel) for recycling to aid in processing and reducing costs. • Energy efficiency: Across our Steel and Galbreath facilities, we’ve currently replaced about 15-20% of our welding units with new units that use a quarter to a third less electricity, and about 60% of our steel plants will LED lighting. • Distribution efficiency: We're continuously innovating our products. Recently, we've been employing nesting improvements in the distribution of our steel containers, allowing us to nest and ship up to 50% more product on each truckload. Additionally, our employees designed “solar powered” signage in Tyler, TX facility – and many plants and offices are equipped with motion sensing lights, and have been upgraded to use newer LED ballasts to reduce energy consumption and waste. As we have acquired new Steel facilities, we have also replaced welding gas tanks that could be prone to leakage.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None for the products offered in this proposal.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Wastequip nor any of our subsidiaries are considered a Woman or Minority Business Entity (WMBE) or a Small Business Entity (SBE). However, Wastequip is committed to the utilization of disadvantaged entities whenever possible, and we set out to identify possible use of MWBE's as subcontractors on a case by case basis in a concerted attempt to meet the encouraged goals of our municipal/governmental customers. While Wastequip does not possess certification as a disadvantages business, we do seek to employ and do business with disadvantages businesses. We use a WMBE's or SBE's to purchase office supplies, work with many disadvantaged businesses to perform work on projects, and are constantly seeking ways in which we may employ or do business with disadvantaged companies in both special projects and daily business. As in many projects, there are several possibilities for use of disadvantaged businesses. We are always prepared to search for specific businesses that may provide the following: 1. Utilization of teaming partners for specific government set aside project opportunities 2 Over-the-road trucking of products to the our municipal/government customers (typically 53 foot trailers)	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	1. The entire Wastequip product line streamlines purchasing for Sourcewell member agencies. Our product offering includes virtually every possible container and related lifting equipment need from the residence to the convention center to the city office building to the farmers' market. Wastequip offers Sourcewell Members an aggregate waste stream flow for waste material from waste generation to final waste disposition. 2. With the awarded Sourcewell Contract #081716 for Class 6,7, and 8 Chassis with Related Equipment, Accessories, and Services, Wastequip is available to offer Sourcewell Members a Sole Source full product solution transaction as it relates to the Galbreath hoist product line. 3. Galbreath touts many value add items including a full staff of Engineers, including design a group which utilizes the latest 3D modeling software with Dynamic Finite Element Analysis and a full staffed Research and Development group which allow for superior validation processes and ensuring the latest technological developments are being utilized in the design of our products. 4. Other branches of Engineering include Application, to support ensuring the correct product is used for the customer's application, and manufacturing, who in tandem with the OPEX group work towards instituting the best processes which maximize efficiencies and control customer costs.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Please see attached: 9. RFP 040621 Wastequip Q42 Warranty for full details. Yes, specific products, parts and labor are covered.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see attached: 9. RFP 040621 Wastequip Q42 Warranty for full details. No, however, all equipment under warranty must be used in accordance with the Owner's manual or guidelines to include preventative maintenance, if required. Wastequip warranties shall not apply to any unit, which has been subject to misuse, misapplication, negligence, alteration or accident.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Please see attached: 9. RFP 040621 Wastequip Q42 Warranty for full details. Compaction Products: Yes, Wastequip will reimburse our service providers for their travel time or mileage incurred when performing warranty service. Galbreath Mobile Products: No, Wastequip does not reimburse our service providers as the product is expected to be taken to the service facility for any warranty work.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, Wastequip has service providers located in all 50 states to perform any required warranty repairs.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, Wastequip will cover warranty service for items made by other manufacturers that are sold with our manufactured equipment. Original equipment manufacturers warranty will apply and any service needed will be coordinated with OEM.	*

47	What are your proposed exchange and return programs and policies?	Product Return Policy a) All returns must be authorized by Wastequip prior to shipping and acceptance. Product must be returned in the same condition as shipped by Wastequip, which may include original packaging, and Buyer must include a copy of the Invoice with any return. Buyer must complete and return a Warranty Registration Form for some Products, where applicable. Product may not be returned by Buyer to Wastequip after 30 days of Invoice date, without applicable Warranty Registration or proof of purchase or ownership. Go To Parts' supplementary Return Policy can be found by clicking here a hard copy of which is available upon request. If there is any conflict between the Go To Parts Return Policy and the Product Return Policy contained in this Section 5, the terms of the Go To Parts Return Policy shall control. b) A Return Authorization Number must be obtained from Wastequip within five (5) days of receipt of Product and before such Product may be returned for credit. No Product shall be returned to Wastequip without Wastequip's written consent. If any portion of the Product delivered to Buyer are defective or are otherwise not in accordance with contract specifications, Wastequip shall have the right in its discretion either to replace such defective Product or to refund the portion of the purchase Price applicable thereto. Any returned Product shall become the property of Wastequip; Buyer, Buyer's customer or end-user is not authorized to otherwise dispose of, sell or recycle such Product, parts or components. In no event shall Wastequip be liable for the cost of processing, lost profits, injury to goodwill or any other special incidental or consequential damages. c) Buyer is responsible for prepayment of, and all other related freight costs associated with returning Products to Wastequip unless previously agreed to in writing by Wastequip. Buyer is responsible for any missing or damaged Product. Risk of loss or damage to Product shall pass from Buyer to Wastequip upon physical receipt by Wastequip. d) Special order or non-stock items or other Product specified by Wastequip are not eligible for return. e) Any and all Product claimed defective or as a warranty matter must include a written explanation of how the Product was stored, maintained, installed and/or operated, as further described herein. Buyer must complete a Warranty Claim Form, where applicable. f) If, in Wastequip's judgment, a returned Product is not defective or not shipped in error, Wastequip may apply a service charge of 20% and/or a restocking fee up to 20% of the Product purchase price. g) Wastequip reserves the right to dispose of, return to Buyer (at Buyer's cost of freight and related charges), allow Buyer retrieval within seven (7) calendar days, or any other remedy, in Wastequip's discretion, for any attempted Product returns in contravention of the Wastequip Terms.	*
48	Describe any service contract options for the items included in your proposal.	Wastequip does not offer any service contract options for the items included in our proposal. Any service contract option would be provided by an outside third party and be provided at customers expense.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Payment shall be due as stated on the Wastequip Invoice for the Product. All payments shall be made in U.S dollars. Payment Terms are set at Net 30 Days with Approved Credit	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Wastequip makes available financing solutions for state and local governments through 3rd party financial institutions. Most recently, Wastequip has teamed with NCL Government Capital, an existing Sourcewell Contract holder (#011620-NCL), to offer financing options to Sourcewell Member agencies. Through our financing options Wastequip offers Fixed Interest rates that are based on the credit quality of the governmental entity and terms that are up to 10 years with annual payments in arrears. Additional information can be found by visiting our financing web page at: https://www.wastequip.com/about-us/financing	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	***CONFIDENTIAL INFORMATION*** Wastequip utilizes the Salesforce.com CRM system to create accounts, create and enter project opportunities, verify contact information, and produce quality and professional quotes. Our CRM system follows opportunities from creation to closure. Salesforce.com allows Wastequip to input Sourcewell Member information that flows onto approved Wastequip/Sourcewell logo quotes. By selecting the Wastequip/Sourcewell logo when creating the opportunity immediate notification is sent to the Sourcewell contract point of contact, notifying them of a new quote opportunity for Sourcewell. Every quote created is reviewed and sent through a 3 to 5 channel approval process. Once approved, the quote is sent through the CRM system to the requesting Sourcewell Member. After which, the system tracks the status of the opportunity and provides ongoing updates if information had been changed. Reports are currently automatically generated and forwarded to the Sourcewell contract point of contact every Tuesday morning. At quarter end, a refreshed report is generated listing all Sourcewell opportunities. Opportunities are tracked on the "Stage" basis (Budgetary, Pipeline, Expected, Commit, Pending OE, Closed Won and Closed Lost). Information pertaining to all "Closed Won" opportunities are then uploaded to the Sourcewell provided Sales Reporting spreadsheet for quarterly submission. Wastequip offers Sourcewell Member direct from Wastequip purchases and Sourcewell Member direct from Authorized Wastequip dealer purchases. With Wastequip direct purchases, purchase orders are placed directly with Wastequip and processed and tracked as indicated above. With Sourcewell Member direct from Authorized Wastequip dealer purchases, the Sourcewell Members submits a purchase order directly to our Authorized dealer. Our Wastequip dealer then provides Wastequip with a purchase order for the Sourcewell Member order and the order is processed and tracked as indicated above.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Wastequip accepts P-card and credit card payments with no additional fees charged. Our preferred method of payment is Wire, ACH, or Check.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	

53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Wastequip is offering the below product group specific pricing models. Each price guide will include a listing of options available as upgrades to the base pricing for that specific product line. All products will be identified by model numbers. Wastequip Steel Container products are offered on a line item by manufacturing facility location basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Wastequip Steel Container Pricing Confab Steel Container products are offered on a line item by manufacturing facility location basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Confab Steel Container Pricing Wastequip Compaction products are offered on a product catalog basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Compaction Pricing Galbreath Mobile products are offered on a product catalog basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Galbreath Mobile Pricing Amrep Mobile products are offered on a product line item. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Amrep Mobile Pricing	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Wastequip is offering the below product group specific pricing discount ranges to Sourcewell Members. Wastequip Steel Container Products: Special Market Pricing Confab Steel Container Products: Special Market Pricing Wastequip Compaction Products: 5% to 20% off Catalog List Pricing Galbreath Mobile Products: 5% to 20% off Catalog List Pricing Amrep Mobile Products: Special Market Pricing	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Wastequip may offer discounts off the Sourcewell Member price for large projects when possible, giving the Member the benefit of making larger purchases and permitting Wastequip the opportunity to be flexible in competitive situations as required. We believe that it will be to both Wastequip's and the Member's advantage for this contract to allow flexibility with larger quantity discounts. As such, we do not feel it is in either of our best interests to set prices for large projects but rather offer discounted pricing based on the details of each such project and per current market conditions at time of request.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Wastequip is offering the following sourced good solutions: 1. Nonstandard external options or open market items: Wastequip will offer these items to Sourcewell Members on a Supply Quote basis. Wastequip or Wastequip Authorized Dealer will provide the Sourcewell Member with quote for all items not listed on the awarded Sourcewell contract. These items will be sourced at a Cost plus max of 20% basis. These items will not include the 1.5% proposed administrative fee. 2. Sourcewell Member direct purchase form Wastequip: Non-standard Wastequip/Confab Steel Container(s), Compaction Products, and options will be provided at a Price on Request (P.O.R.) basis. The items are listed in the price guides a "Specials". These items manufactured by Wastequip/Confab will include the 1.5% proposed administrative fee. 3. Sourcewell Member direct purchase from Authorized Wastequip Dealer: Non-standard Wastequip/Confab Steel Container(s), Compaction Products, and options will be provided at a Price on Request (P.O.R.) basis. These items will be P.O.R to Sourcewell Member at a Dealer Cost plus max of 20% basis. The items are listed in the price guides a "Specials". These items manufactured by Wastequip/Confab will include the 1.5% proposed administrative fee.	*

57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	1. Installation: Cost of installation, as required, shall be paid by the end user. Due to the customized nature of our business, each customer's project installation is unique, and therefore, quoted individually. Unique installations may include, and are not limited to requirements such as installation of equipment, assembly and distribution of containers to end users, additional labor for customer preferences, etc. This cost will not include the 1.5% Administrative Fee. 2. Taxes: Local, State and Federal Sales or Use Taxes or any applicable ferry costs, customs duties, levies and taxes are not included in our proposed pricing models. If required, these items will be added at time of quote. Also, Canadian GST/PST/HST taxes are not included in our proposed pricing models, and are not paid by Wastequip. If required to be paid by Wastequip, then the Member will be required to reimburse Wastequip for these taxes. 3. Surcharges: Steel costs continue their historic rise, with hot rolled steel increasing nearly 150% since September 1, 2020 to the current all-time high. Wastequip has been working closely with our supply chain to help minimize these costs, but our suite of products continue to be impacted directly by the escalating commodity prices. Therefore, Wastequip is including a surcharge option to our RFP proposal. To maintain transparency with Sourcewell Members, this charge, if needed, will be shown as a separate line item at time of quote. This surcharge provides Wastequip the flexibility to adjust product pricing up or down quickly in response to cost increases such as steel and components without having to change customer discount levels established on the contract.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Wastequip has locations throughout the U.S., which allows us to serve our customer base on a local level while delivering economies of scale not possible with smaller manufacturers. With over 24 manufacturing facilities, Wastequip can stock and ship product from around the country to aid in reducing freight costs. Wastequip has extensive import/export experience and an expansive logistics group available to assist Sourcewell Members. Wastequip is able to involve outside logistic companies to participate in shipping by freight hauler/common carrier, subcontracted off-loading, assembly, installation and distribution as required by the Sourcewell Member needs and demands. Wastequip will evaluate each order as a unique opportunity and consider the Sourcewell Members order volume and location. 1. Freight: Cost of shipping/delivery shall be paid by the End User. Calculations of the freight/delivery charges will be based on prevailing rates at the time of quote and included on quote as a separate line item. Sourcewell Member is responsible for offloading equipment at time of delivery unless otherwise noted at time of order. This cost will not include the 1.5% Administrative Fee.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Wastequip is able to serve these areas with all of our offered products. We find that the difference in our service involves Ocean Freight, different sized sea containers (different container quantities than over-the-road semi truck loads), and varying schedules for shipments. The shipments may vary due to restricted passage to these outlying states/territories whose path of shipment may involve extreme seasonal and other weather related issues. We find that these customers are more than aware of the issues surrounding their shipments, and they are most accepting of these differences for shipments.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The Wastequip/Confab Group is able to ship steel containers from 17 steel manufacturing facilities. Compaction equipment can be shipped from 7 manufacturing/finishing facilities ensuring Wastequip is able to provide the most economical freight rates to our customers. Wastequip/Confab steel slant and flat top containers are nestable meaning one container nests inside another container, therefore saving on freight charges. Our Confab Group also offers a double deck delivery trailer option for delivery in California only. This allows for small steel container to be shipped unstacked, fully assembled and ready to use.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	***CONFIDENTIAL INFORMATION*** Wastequip utilizes the Salesforce.com CRM system to create accounts, create and enter project opportunities, verify contact information and produce quality and professional quotes. Our CRM system follows opportunities from creation to closure. Salesforce.com allows Wastequip to input Sourcewell Member information that flows onto approved Wastequip/Sourcewell logo quotes. By selecting the Wastequip/Sourcewell logo when creating the opportunity immediate notification is sent to the Sourcewell contract point of contact, notifying them of a new quote opportunity for Sourcewell. Every quote created is reviewed and sent through a 3 to 5 channel approval process. Once approved, the quote is sent through the CRM system to the requesting Sourcewell Member/Authorized Dealer. After which, the system tracks the status of the opportunity and provides ongoing updates. Reports are currently automatically generated and forwarded to the Sourcewell contract point of contact every Tuesday morning. At quarter end, a refreshed report is generated listing all Sourcewell opportunities. Opportunities are tracked on the "Stage" basis (Budgetary, Pipeline, Expected, Commit, Pending OE, Closed Won and Closed Lost). Information pertaining to all "Closed Won" opportunities are then uploaded to the Sourcewell provided Sales Reporting spreadsheet for quarterly fee submission.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Wastequip is proposing a 1.5% administrative fee. For Sourcewell Member direct to Wastequip purchases, the administration fee will be incorporated in the Sourcewell Member Price. For Sourcewell Member direct purchases through an Authorized Wastequip dealer, the administration fee will be incorporated in the price to the dealer not to the Sourcewell Member. Please note that freight, installation, surcharges and other "Total Cost of Acquisition" costs will not include this fee.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	1. Wastequip Steel Container product offering consist of the following: Environmental Containers Front Load Containers Other Large Containers Other Small Containers Rear Load Containers Receiver Containers Roll Off Containers (Rectangle and Tub) Scrap Bins Self Dumping Hoppers Side Load Containers Container Factory Options 2. Confab Steel Container product offering consist of the following: Front Load Containers Other Large Containers Other Small Containers Rear Load Containers Receiver Containers Roll Off Containers (Rectangle and Tub) Self Dumping Hoppers Side Load Containers Container Factory Options 3. Wastequip Compaction product offering consist of the following: Stationary Compactors Pre-Crusher Compactors Self-Contained Compactors Apartment Compactors Pak-Man Compactors Accu-Pak Compactors Vertical Balers Container Lifters Compaction Factory Options 4. Galbreath Mobile product offering consist of the following: Cable Hoists Hook Hoists Container Delivery Units Trail Hoist Trailers Pup Trailers Roll Off Trailers Tarps Mobile Factory Options 5. Amrep Mobile product offering consist of the following: Cable Hoists Chain Hoists Pup Trailers Transfer/Pull Trailers Tarps Mobile Factory Options Additional product information can be found by visiting our website at www.wastequip.com	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Wastequip believes that the following subcategory of solutions should be included: 1. Factory Options: Wastequip has included in our price guides additional factory available add on features that are readily available to Sourcewell Members. These factory options are enhancers to our standard products. 2. Custom Options: Any custom feature requested by the customer may be provided and will be made available as a "Special" and provided as a Price On Request item. 3. Services: Wastequip can provide additional services to Sourcewell Members. These services may include unloading, assembly, equipment installation, and training. These services will be made available as a "Special" and provided as a Price On Request item.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Commercial/Industrial-sized refuse and recycling containers, roll-off containers and collection bins of metal construction	(•) Yes ( ) No	Wastequip's Steel Group manufactures a wide range of front-load, roll-off, and rear-load containers, as well as self-dumping hoppers for all types of waste and recycling. The division also makes specialty containers for handling sludge, grease, and other tough waste, along with dewatering, vacuum, and intermodal containers.	*
67	Knuckleboom and grapple loaders	( ) Yes (•) No	No Bid	*
68	Hook and hoist dumpster loaders	(•) Yes ( ) No	Wastequip's branded Galbreath Mobile Group products are engineered to withstand the punishment of hauling waste, recyclables, and scrap. The division includes branded products such as Galbreath® hoists, container handlers, and trailers; Mountain Tarp™ and Pioneer™ tarping systems. For decades, Amrep® has been meeting our customers' needs by designing durable, high-performing roll-off hoists that minimize weight and maximize payload. At Amrep, we understand that our customers' requirements vary based on application and budget, and we accommodate their needs by offering a variety of roll-off cable hoists. From refuse and construction hauling to product delivery and yard transport, Amrep can help you choose the right product.	*
69	Roll-off trucks and container handlers	(•) Yes ( ) No	Wastequip's branded Galbreath Mobile Group products are engineered to withstand the punishment of hauling waste, recyclables, and scrap. The division includes branded products such as Galbreath® hoists, container handlers, and trailers; Mountain Tarp™ and Pioneer™ tarping systems.	*
70	Refuse and recyclable material balers and compactors	(•) Yes ( ) No	Wastequip's Steel Group manufactures Wastequip®-branded compactors and industrial balers. These powerful products withstand the demands of both commercial and industrial use.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Wastequip will measure our performance of an awarded contract by the following methods: 1. Comparing a Previous Year to Current Year Sales Analysis 2. Track and monitor Quote activity 3. Continue to emphasis the value and improtance of the Sourcewell contract during sales meetings/calls 4. Maintain onboard sale training for new associates and refresher training for existing associates.	*
72	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	All Wastequip Groups rely on a wide and geographically diverse independent third party dealer network and service providers who aid in developing new business and provide additional support services to Wastequip. Our Wastequip/Confab Group offers a nationwide service provider network of approximately 526 independently owned service provider companies who provide warranty, preventative maintenance, service and repair of equipment. Our Galbreath Mobile Group dealer network also provides warranty, preventative maintenance, service and repair of equipment assistance. All Wastequip Groups employ division specific engineering staff who are available for specific design projects or technical requirements. Our dealer network and service providers are fully supported by the Wastequip sales, service and warranty teams.	
73	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	1. Wastequip compactors are equipped with AMS (Automatic Maintenance Scheduler) that notifies you when preventative maintenance is due based on actual usage. With AMS you don't have to guess when maintenance is due or try and keep track as an indicator light illuminates when maintenance should be scheduled while still allowing you to operate the compactor. The light is reset after maintenance is performed. 2. Wastequip's guided ram system has been incorporated into high cycle compactors. This system suspends the ram off the floor and significantly reduces friction and wear. The use of ultra high molecular weight (UHMW) guide shoes provides a long lasting, low noise, low vibration solution to traditional floor riding rams. The guided ram system extends the life of the equipment and allows Wastequip to offer an industry leading warranty on our self-contained compactors. 3. The incorporation of SSAB high strength steels including Hardox and Strenx in our roll-off containers as well as in high wear areas of other equipment increase life expectancy and decrease maintenance costs.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - 2. RFP 040621 Wastequip 09 Financial Strength and Stability.pdf - Monday April 05, 2021 14:47:13
- Marketing Plan/Samples - 7. RFP 040621 Wastequip 032 Marketing Plan Samples.pdf - Monday April 05, 2021 14:52:09
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - 9. RFP 040621 Wastequip 042 Warranty.pdf - Monday April 05, 2021 14:47:25
- Pricing - 11. RFP 040621 Wastequip Price Offerings Zip.zip - Tuesday April 06, 2021 07:05:22
- Upload Additional Document - 16RFP0~1.PDF - Tuesday April 06, 2021 11:16:00

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - John Defenbaugh, Commercial President, Wastequip LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Bulk_Solid_Waste_Equipment_RFP_040621 Fri February 19 2021 08:07 AM	☑	1
Addendum_1_Bulk_Solid_Waste_Equipment_RFP_040621 Thu February 18 2021 01:07 PM	☑	1

Wastequip #040621-WQI

Pricing for contract #040621-WQI offers Sourcewell participating agencies the following discounts:

- Wastequip® Steel Container Products: Special Market Pricing
- Wastequip® Compaction Products: 5% to 20% off Catalog List Pricing
- Confab® Steel Container Products: Special Market Pricing
- Galbreath® Mobile Products: 5% to 20% off Catalog List Pricing
- Amrep® Mobile Products: Special Market Pricing

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

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 for one Fotokite Sigma tethered camera UAV system for MFRD.
General fund.

Amount of Contract:

$37,159.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230831 EEP Agenda Package POs	Cover Memo	8/31/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	8/31/2023 - 1:20 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
11972	2023	(1510) FIRE ADMINISTRATION	1 FOTOKITE SIGMA TETHERED CAMERA UAV FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$37,159.00	(294963) EMERGENCY EQUIPMENT PROFESSIONAL INC

Adopted:

_____
City Clerk

Bill To	Requisition 00011972-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/07/23	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER H-GAC CONTRACT #FS12-19 AND QUOTE #20230706-01. OPTION #226.			
001	DRONE, FOTOKITE TETHERED CAMERA SYSTEM CONFIGURED AS SPECIFIED: Transport Case Configuration - Fotokite Sigma, Transport Case, Wheeled, 120V, Premium Tablet (#11903-016) Fotokite Sigma Flight Unit With One Command Tablet - 150 ft Secure Tether System - Ground Station with Take-Off + Landing Platform - 3-axis Brushless Gimbal - Dual EO + IR Camera Payload - Integrated Wireless Access Point, SIM Modem, and Antenna - Rugged Transport Case with Mobility Package - Wheeled with Telescopic Handle - Fotokite Live Controls Software - Includes critical over-the-air (OTA) security and safety firmware updates - Includes one year, 200 flight hours Annual Service Subscription and Warranty program (a $3000 value) -Additional Rugged Command Tablet (#11959-002) -	1.00 EACH	37159.00000	37159.00

Bill To	Requisition 00011972-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	FIRE CENTRAL SUPPLY
6441 HWY 51 NORTH	2851 OLD SHELL ROAD
	MOBILE, AL 36607
HORN LAKE, MS 38637	RICHARDSONV@CITYOFMOBILE.ORG
USA	
Tel#205-685-8200	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/07/23	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Premium Rugged Command Tablet pre loaded with Fotokite Live software. -Vehicle Dock Charging Station for Tablet (including power adapter) -QTY 2 Spare Propeller Kit (full set of 6 propellers) (#10605-001) FREIGHT IS INCLUDED IN PRICE. $59,136 PLUS $887.04 (H-GAC ORDER PROCESSING CHARGE) = $60023.04 - $22,864.04 (CONTRACT DISCOUNT) = $37,159.00 TOTAL PURCHASE PRICE.			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			37159.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	DRONE, FOTOKITE TETHERED, ACCESSORY AS SPECIFIED: Additional Rugged Command Tablet (#11959-002)	1.00 EACH	0.00000	0.00

Bill To	Requisition 00011972-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	FIRE CENTRAL SUPPLY
6441 HWY 51 NORTH	2851 OLD SHELL ROAD
	MOBILE, AL 36607
HORN LAKE, MS 38637	RICHARDSONV@CITYOFMOBILE.ORG
USA	
Tel#205-685-8200	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/07/23	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	- Premium Rugged Command Tablet pre loaded with Fotokite Live software PER QUOTE 20230706-01			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	DRONE, FOTOKITE TETHERED, ACCESSORY AS SPECIFIED: Vehicle Dock Charging Station for Tablet (including power adapter) PER QUOTE 20230706-01	1.00 EACH	0.00000	0.00
1	1000.30.15.1510.1522.1510.0000.0000.44020.			.00

Bill To	Requisition 00011972-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	FIRE CENTRAL SUPPLY
6441 HWY 51 NORTH	2851 OLD SHELL ROAD
	MOBILE, AL 36607
HORN LAKE, MS 38637	RICHARDSONV@CITYOFMOBILE.ORG
USA	
Tel#205-685-8200	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/07/23	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004	DRONE, FOTOKITE TETHERED, ACCESSORY AS SPECIFIED: Spare Propeller Kit (full set of 6 propellers) (#10605-001) PER QUOTE 20230706-01	2.00 EACH	0.00000	0.00
	1 1000.30.15.1510.1522.1510.0000.0000.44020.			.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY			

Bill To	Requisition 00011972-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	FIRE CENTRAL SUPPLY
6441 HWY 51 NORTH	2851 OLD SHELL ROAD
	MOBILE, AL 36607
HORN LAKE, MS 38637	RICHARDSONV@CITYOFMOBILE.ORG
USA	
Tel#205-685-8200	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/07/23	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			
005	FREIGHT	1.00 EACH	0.00000	0.00
	Additional Description Notes --- QUOTE 20230706-01 Vendor Item Inventory Item/Loc 14009			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 37159.00

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

Account	Amount	Remaining Budget

Bill To	Requisition 00011972-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	FIRE CENTRAL SUPPLY
6441 HWY 51 NORTH	2851 OLD SHELL ROAD
	MOBILE, AL 36607
HORN LAKE, MS 38637	RICHARDSONV@CITYOFMOBILE.ORG
USA	
Tel#205-685-8200	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/07/23	294963				FIRE ADMINISTRATION

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.44020.	37159.00	
FIRE SUPPRESSION DIV EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	08/30/23	ANNE FOLEY	GL Allocation changed
CCancelled	08/30/23	ANNE FOLEY	GL Allocation, GL Allocation,
Unknown	08/30/23	DONALD ROSE	
Approved	08/30/23	DONALD ROSE	Approved by: 9105fola
Approved	08/30/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	08/30/23	STEVEN KRONINGER	Auto approved by: 910516727
Approved	08/30/23	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	08/30/23	JOHN PAINE	Auto approved by: 910516727
Approved	08/30/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

EMERGENCY EQUIPMENT PROFESSIONALS INC

1st Responder Products 31 Monroe Dr. Pelham, Al. 35124 P.O.B 1739 SOUTHAVEN MS 38671

QUOTE: [x] PURCHASE: [ ]

SALES OFFICE- MS.
Phone: 662-280-4729
Fax: 662-342-7251
Toll Free: 855-337-7647

SALES OFFICE- AL.
Phone: 205-685-8200
Fax: 205-685-8282
Toll Free: 866-685-8201

BILL TO:	City of Mobile Purchasing Department 205 Government St #408 Mobile, Alabama 36602	***SHIP TO:***	City of Mobile Purchasing Department 205 Government St #408 Mobile, Alabama 36602
Telephone:	251-208-5850	ATTN:	Anne Foley
Fax:			
Email:			

Salesperson:	Date:	Cust. P.O. No.	Ship Date:
Doug Akin	8/30/2023		
Ship Complete: Y / N Y	**Ship Via:**	**S.O. No.:**	**Payment**
	best way		

QTY.	*PART NUMBER / DESCRIPTION*	*UNIT $*	*TOTAL $*
1	#226 - Camera System Fotokite w/modem portable	$ 59,136.00	$ 59,136.00
1	H-GAC Order Processing Charge (Amount Per Current Policy)	$ 887.04	$ 887.04
1	Less Contract Discount	$ (22,864.04)	$ (22,864.04)
		$ -	$ -
	Other Items Incl with Camera System Per Quote 20230706-01	$ -	$ -
1	#11903-016 Transport Case Configuration W/Premium Tablet	$ -	$ -
1	#11959-002 Additional Tablet	$ -	$ -
1	Vehicle Dock Charging Station for Tablet (incl Power Adapter)	$ -	$ -
2	#10605-001 Spare Propeller Kit (Full Set of 6)	$ -	$ -
		$ -	$ -
	All items per attached Quote #20230706-01	$ -	$ -
	Per HGAC Contract FS12-19 August 2023	$ -	$ -
	Option #226	$ -	$ -
	Estimated Lead Time for Delivery is 90 Days	$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -

NOTE; PLEASE QUOTE FREIGHT SEPARATELY

FUEL SURCHARGE:	$ -
FREIGHT:	**included**
TAX:	$ -
TOTAL:	$ 37,159.00

SIGNATURE: Doug Akin

Dealer Emergency Equipment Professionals
Attn: Doug Akin
dakin@eeproinc.com

FOTOKITE
Fotokite US LLC
3125 Sterling Circle STE 107
Boulder, CO 80301

Customer Mobile AL Fire Department
City of Mobile, Alabama

Price Quotation

Date:	7/6/2023	Quote #:	20230706-01
Valid Until:	8/5/2023	Customer ID:	Mobile AL Fire Department

Revision 4 7623

Quote/Project Description 1 Fotokite Sigma Transport Case Systems for Mobile AL Fire Department

Description	Quantity	Cost	Line Total
Transport Case Configuration - Fotokite Sigma, Transport Case, Wheeled, 120V, Premium Tablet (#11903-016)	1	$33,244.00	$33,244.00
- Fotokite Sigma Flight Unit With One Command Tablet			
- 150 ft Secure Tether System			
- Ground Station with Take-Off + Landing Platform			
- 3-axis Brushless Gimbal			
- Dual EO + IR Camera Payload			
- Integrated Wireless Access Point, SIM Modem, and Antenna			
- Rugged Transport Case with Mobility Package - Wheeled with Telescopic Handle			
- Fotokite Live Controls Software			
- Includes critical over-the-air (OTA) security and safety firmware updates			
- Includes one year, 200 flight hours Annual Service Subscription and Warranty program (a $3000 value)			
Optional Selections			
1. ***Extra Tablets: Additional Rugged Command Tablet (#11959-002)***	1	$2,848.00	$2,848.00
- *Premium Rugged Command Tablet pre loaded with Fotokite Live software*			
2. ***Additional Accessories***			
Vehicle Dock Charging Station for Tablet (including power adapter)	1	$499.00	$499.00
- Spare Propeller Kit (full set of 6 propellers) (#10605-001)	2	$59.00	$118.00
Subtotal			$36,709.00
Tax/VAT Tax/VAT Rate 0.00%			$0.00
Shipping			$450.00
Total			**$37,159.00**

Special Notes and Instructions **Estimated Lead Time for Delivery is 90 days**

Once signed email to dakin@eeproinc.com

Above information is not an invoice and is only an estimate of services/goods described above

Payment to EEP due upon delivery

Pricing is conditioned upon acceptance of all terms by Fotokite, EEP, and City of Mobile

Please confirm your acceptance of this quote by signing this document. City of Mobile(Mobile Fire Department)

Signature _____

Print Name _____

Date _____

Emergency Equipment Professionals

Signature _____

Print Name Doug Akin

Date 8/31/23

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	FS12-19 August 2023	Date Prepared:	08/11/23

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Mobile	Contractor:	Emergency Equipment Professionals
Contact Person:	Anne Foley	Prepared By:	Doug Akin
Phone:		Phone:	205-910-4588
Fax:		Fax:	
Email:	anne@cityofmobile.org	Email:	dakin@eeproinc.com

Product Code:		Description:	

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: #N/A

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
226 - Camera System Fotokite w/ modem portable	$59,136.00		
		Subtotal From Additional Sheet(s):	$0.00
		Subtotal B:	$59,136.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	$0.00

				Subtotal C:	$0.00
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).			**For this transaction the percentage is:**		#N/A
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)					
Quantity Ordered:	1	**X Subtotal of A + B + C:**	59136	**Subtotal D:**	$59,136.00
E. H-GAC Order Processing Charge (Amount Per Current Policy)				**Subtotal E:**	$887.04
F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation					
Description	**Cost**	**Description**			**Cost**
		Contract Discount			-$22,864.04
				Subtotal F:	-$22,864.04
Delivery Date:		**G. Total Purchase Price (D+E+F):**			$37,159.00

FORM E - PUBLISHED OPTIONS	Procurement No.:	FS12-19
Offeror Name:	**Siddons-Martin Emergency Group**	
Notes: (Important)	1) Bid each Option on a single separate line. Bidder is responsible to identify each item with a specific code or part number. 2) Use a single **Form E** for ALL items. Add/Insert additional lines as necessary. 3) Completely describe each option, including manufacturer's code or part numbers as appropriate. Each item listed MUST have a unique code or part number. 4) Options which replace standard equipment on a base bid Item on Form D should be priced net of any credit due for the replaced item. 5) Options which are shown as upgrades/downgrades of a base bid item on Form D should be priced at the differential amount between the base bid item and the option. 6) You encouraged to offer specific manufacturer's catalogs (eg. Whelan, Fed Signal, etc.) as options, with 'List Less' or 'Cost Plus' percentages for pricing. Copy of catalog should be supplied w/bid.	

Note: Bidder must identify each option bid with an identifying Code or Part No. that should be referenced on all Contract Pricing Worksheets

Code or Part No.	Option Description	August 1, 2023
OSK-1	110 volt auxiliary air compressor with auto-eject shore power connection	$2,961.00
OSK-2	110 volt engine preheater with auto-eject shore power connection	$768.00
OSK-3	Battery charger with auto-eject shore power connection	$1,052.00
OSK-4	Air inlet at rear or on either side of cab with auto-eject connection	$534.00
OSK-5	Air outlet on either side of cab with 50' of hose and a tire gauge	$208.00
OSK-6	Air hose reel in upper compartment with 150' of 1/2" hose	$3,909.00
OSK-7	Alternating flashing feature for headlights "wig wag"	$218.00
OSK-8	Two driving and two fog lights	$520.00
OSK-9	LED ground lighting	$695.00
OSK-10	Monitoring and Data Acquisition System [MADAS]	$10,754.00
OSK-11	Two defroster fans in cab	$180.00
OSK-12	Additional seat (3 seats are standard)	$1,258.00
OSK-13	Upgrade to Smartdock hands' free SCBA bracket for one crew seat	$688.00
OSK-14	Add roof hatch access step in cab	$978.00
OSK-15	High output dual air conditioning	$7,420.00
OSK-16	Streamlight brand rechargeable flashlights in cab - qty 2	$623.00
OSK-17	Streamlight brand rechargeable flashlights in cab - qty 4	$1,244.00
OSK-18	Medical storage compartment in cab	$2,600.00
OSK-19	Power strip in cab with shore power provisions	$953.00
OSK-20	Ladders with fixed mounting on roof - Duo Safety 900A-24 and Little Giant Model 26	$3,290.00
OSK-21	Height adjustable roll-out shelf in lower storage compartment	$1,004.00
OSK-22	Height adjustable fixed shelf in lower storage compartment	$868.00
OSK-23	Slide out, tilt down tray in an upper compartment	$1,448.00
OSK-24	Stowable step for upper compartment access	$1,873.00
OSK-25	Storage for two spare SCBA cylinders in the cab	$985.00
OSK-26	Driver and turret operator foot switches for siren and air horns	$676.00
OSK-27	Rear vision camera system including a rear facing color camera mounted at the top rear of the vehicle	$3,755.00
OSK-28	Forward Looking Infrared (FLIR) camera with pan and tilt	$24,363.00
OSK-29	Digital recorder with forward facing camera	$3,053.00
OSK-30	Continuous duty cycle central lubrication system	$8,495.00
OSK-31	Spare tire and wheel	$4,685.00
OSK-32	Central tire inflation/deflation system for 4x4 vehicle	$34,194.00
OSK-33	Central tire inflation/deflation system for 6x6 vehicle	$41,035.00
OSK-34	Central tire inflation/deflation system for 8x8 vehicle	$47,871.00
OSK-35	Beadlocks for 4x4 vehicle including spare	$3,342.00

178	Danhard Style A/C	$8,862.00
179	Safety System	$13,966.00
180	Driver Safety Seat	$1,431.00
181	SCBA Safety Seat	$1,790.00
182	Bostrom Officer SCBA	$2,320.00
183	Bostrom 2 F-Facing Crew	$3,396.00
184	3 Seat to Crew (Commercial)	$4,832.00
185	Clean Cab base option	$2,099.00
186	EMS Compartment in Cab	$4,357.00
187	EMS Compartment w outside access (each)	$4,818.00
188	Upgrade SCBA Bracket to Hands Free	$1,043.00
189	Cab step 2" larger mid and bottom	$1,600.00
190	Handrail with LED Lighting Cab	$784.00
191	Full height Cab doors - Raised Roof	$2,607.00
192	Cab Windows Factory Tint	$685.00
193	Commercial step upgrade package	$1,796.00
194	Upgrade Freightliner M2-106 to M2-112	$65,656.00
195	Upgrade International 2 door to 4 door	$24,421.00
196	Upgrade to extended cab	$15,749.00
197	Upgrade to Freightliner 2 door to 4 door	$25,007.00
198	Upgrade Saber to Enforcer	$13,612.00
199	Upgrade Enforcer to Impel	$27,410.00
200	Upgrade Enforcer to Arrow	$56,499.00
201	Upgrade Enforcer to Velocity	$63,309.00
202	Upgrade Arrow to Velocity	$22,186.00
203	Upgrade Arrow to Quantum	$24,284.00
204	Upgrade Arrow to Dash CF	$9,947.00
205	Velocity to Quantum	$18,955.00
206	Upgrade Electrification Voltera per unit	$518,778.00
207	Remote Control Spot Lights	$2,044.00
208	Spare 12 volt power (each)	$247.00
209	Radio with Weatherband	$2,004.00
210	Additional MUX Screen	$3,952.00
211	GPS Navigation and preplan capable	$1,059.00
212	install Customer MDT with power wiring	$1,439.00
213	Install Customer Antenna	$119.00
214	Install Customer GPS	$527.00
215	install Customer radio	$1,307.00
216	install customer Knox	$250.00
217	install customer drug vault	$601.00
218	Medi-Kool mk18	$9,108.00
219	2 Person Command Center Configuration	$23,144.00
220	Roll Alert System	$5,391.00
221	Camera System Rear only	$1,962.00
222	Camera System, Sides and rear to mux	$5,486.00
223	Camera System, Sides and rear to monitor	$2,958.00
224	Camera System with DVR	$4,221.00
225	Camera System interior cab and exterior body	$10,829.00
		$0.00
226	Camera System Fotokite modem portable	$59,136.00
227	Camera System Fotokite Compartment mounted	$63,106.00
227m	Camera System Fotokite w modem Compartment mounted	$65,902.00

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Best Price Services LLC for storm ditch clearing, College Lane to Moore Creek and Demotropolis to I-65.
General fund.

Amount of Contract:

$390,000.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230828 Best Agenda Package POs	Cover Memo	8/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	8/31/2023 - 12:31 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
14066	2023	(2086F) FLOOD CONTOL	STORM DITCH CLEARING, COLLEGE LANE TO MOORE CREEK, DEMOTROPOLIS TO I65 (SEALED BID 5824)	$390,000.00	(292420) BEST PRICE SERVICES

Adopted:

_____

City Clerk

Bill To	Requisition 00014066-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2086.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
BEST PRICE SERVICES LLC	PUB WORKS-FLOOD CONTROL
7057 FOREST GLEN CT	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
IRVINGTON, AL 36544	
Tel#251-458-0510	
	Deliver To
	PUB WORKS-FLOOD CONTROL
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/17/23	292420				FLOOD CONTROL

LN	Description / Account	Qty	Unit Price	Net Price
001	DITCH CLEANING SERVICES COLLEGE LANE SOUTH TO MOORE CREEK AS PER CITY OF MOBILE BID #5824 AND YOUR QUOTE.	1.00 EACH	130000.00000	130000.00
	1 1000.40.20.2070.2086.2070.0000.0000.42155.			130000.00
	Ship To PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
002	DITCH CLEANING SERVICES DEMOTROPOLIS ROAD TO I-65 AS PER CITY OF MOBILE BID #5824 AND YOUR QUOTE	1.00 EACH	260000.00000	260000.00
	1 1000.40.20.2070.2086.2070.0000.0000.42155.			260000.00

Bill To	Requisition 00014066-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
BEST PRICE SERVICES LLC	PUB WORKS-FLOOD CONTROL
7057 FOREST GLEN CT	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
IRVINGTON, AL 36544	
Tel#251-458-0510	
	Deliver To
	PUB WORKS-FLOOD CONTROL
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/17/23	292420				FLOOD CONTROL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
PUB WORKS-FLOOD CONTROL
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-FLOOD CONTROL
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Requisition Link

Requisition Total 390000.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.42155.	390000.00	731644.04
PUBLIC SERVICE MAINTENANCE EXP DITCH MAINTENANCE		

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

Activity	Date	Clerk	Comment
Approved	08/18/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	08/18/23	JAMES DELAPP	
Approved	08/18/23	CHERI BOUCHER	Auto approved by: 910518527
Approved	08/18/23	CASI CALLAWAY	Auto approved by: 910518527
Approved	08/26/23	DONALD ROSE	Auto approved by: 9105paij
Approved	08/26/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/26/23	JOHN PAINE	

Bill To	Requisition 00014066-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.42155. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
BEST PRICE SERVICES LLC 7057 FOREST GLEN CT IRVINGTON, AL 36544 Tel#251-458-0510	PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
	Deliver To PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/17/23	292420				FLOOD CONTROL

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 08/26/23 MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5824
DITCH CLEANING SERVICES

	HUGHES 360	HUGHES COMPANIES	INVASIVE MGMT	BEST PRICE SERVICES	BUTLER COMPLETE SERVICES
GREENTREE RD S - MCPHERSON ST	$248,000.00		$325,000.00	$240,000.00	$335,000.00
SPRING CREEK CIRCLE - DEMOTROPOLIS RD	$248,000.00		$350,000.00	$230,000.00	$355,000.00
ESLAVA CREEK PKWY - MCVAY DR S		$725,000.00	$415,000.00	$440,000.00	$405,000.00
EXECUTIVE PARK DR - BANKHEAD PLACE		$625,000.00	$415,000.00	$380,000.00	$410,000.00

*ABOVE TO BE AWARDED PER LOCATION

*BELOW TO BE AWARDED ALL OR NONE

COLLEGE LANE S - MOORE CREEK	$250,000.00		$375,000.00	$130,000.00	$415,000.00
DEMOTOROPLIS RD - I-65	$275,000.00		$375,000.00	$260,000.00	$140,000.00
TOTAL	$525,000.00		$750,000.00	$390,000.00	$555,000.00

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:
07/10/2023	**5824**	PUBLIC WORKS	As Directed

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, Friday, July 28, 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.

DITCH CLEANING SERVICES

Contractor(s) to clean the following drainage ditches in the City of Mobile. Ditches will consist of 2 types of concrete trapezoidal and earthen ditches.

City wants the work to be completed within 60 days after the issuance of the Purchase Order.

MAP 1
- Green Tree Road South to McPherson Street
- Spring Creek Circle to Demetropolis Road

MAP 2
- Eslava Creek Parkway to McVay Drive North
- Executive Park Drive to Bankhead Place

THE ABOVE TO BE AWARDED ON A PER LOCATION (DITCH) BASIS

THE FOLLOWING TO BE AWARDED ALL OR NONE

MAPS 3, 3A, AND 3B
- College Lane South to Moore Creek
- Demotropolis Road to I-65

Ditches will be cleaned as per the following and attached information.

A <u>mandatory</u> pre-bid meeting will be held at 9:00 am on Wednesday, July 19, 2023 at the Public Works offices at 1900 Hurtel Street, second floor meeting room.

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

Bidders must attend the entire meeting.

Failure to attend or to attend the complete meeting will be cause for rejection of your bid.

Vendor will need to provide the following Certificate of Insurance with the following minimum requirements within 24 hours of the request by the City of Mobile.

Insurance: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability insurance – public liability including premises, products and complete operations.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability - $100,000 each occurrence.
Or, (in lieu of (1) and (2) above

(3) Bodily injury and property damage combined – $500,000 per occurrence

b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability - $100,000 each occurrence.

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.

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

(3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined – $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, $1,000,000.00 per event.

The City is interested in starting the ditch maintenance season as soon as possible, therefore, Vendors must be properly qualified to do business with the City of Mobile.

Vendors shall provide with this bid the following:

- Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.
- Their City of Mobile Business License Number.
- Their registration with the E-Verify Program, Federal and State.
- Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.

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

The following is required and must be filled in:

Registration Number with Secretary of State Office _____

City of Mobile Business License Number _____

E-Verify Enrollment Number _____

Insurance Carrier can provide Certificate of Insurance for City requirements within one (1) day of notification: YES_____NO_____

Contractors may be required to show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand, as well as what resources will be added prior to the work beginning.

City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bids. Look under **Bid #5824**.

Here is the link for map images:

https://maps.cityofmobile.org/bids/5824/index.html

It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications.

This is a sealed bid; your response must be in a sealed envelope that has **your company name** on the outside along with either the date and time of the bid opening, **12:01 P.M., Friday, July 28, 2023**, or the **Bid #5823.**

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to **12:01 P.M., Friday, July 28, 2023.**

Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.

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

Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.

Any bids delivered after **12:01 P.M., Friday, July 28, 2023** will be returned unopened.

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.

For questions about this bid submit your questions by E-mail 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.

PRICING

MAP 1

Green Tree Road South to McPherson Street $_____

Spring Creek Circle to Demetropolis Road $_____

MAP 2

Eslava Creek Parkway to McVay Drive North $_____

Executive Park Drive to Bankhead Place $_____

THE ABOVE TO BE AWARDED ON A PER LOCATION (DITCH) BASIS

THE FOLLOWING TO BE AWARDED ALL OR NONE

MAPS 3, 3A, AND 3B

College Lane South to Moore Creek $_____

Demotropolis Road to I-65 $_____

STORMWATER DRAINAGE DITCH CLEANING

DESCRIPTION

The City of Mobile (COM) is seeking bids for the cleaning of specified drainage ditches throughout the COM as per the following and attached location map. Contract work will start upon direction of the COM. All open storm water conveyances included in the scope of work will be referred to as ditches, whether man-made or natural and regardless of their materials of construction. The ditches are clearly described in the link provided by the COM which includes maps of the ditches.

1. DITCH CLEANING

Cleaning of ditches shall include the removal of any flow impediment such as debris, trash, vegetation, trees, sediment accumulation, etc. as per the attached typical sections. Accumulation of sediment shall be removed to reestablish flowlines as much as practicable as directed. Disposal of sediment shall be as directed and may include redistributing within project limits. Existing broken concrete ditch linings shall not be removed. The area shall be cleaned and the COM shall be notified.

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for damages due to ditch sections due to contractor negligence or improper use of equipment.

The main flow lines of ditches in low areas overrun by vegetation with no clearly established channels shall be cleared by the contractor. A city representative will define the main flow line, as required.

If pipe blockages or beaver dams are found in ditches, Public Services is to be notified. COM will clear any blocked pipes.

2. TRASH

All trash and litter (except tires) within the ditch section shall be removed and disposed of by the contractor. The contractor is allowed to stage recovered debris at no cost, but it must be removed by the contractor before the job is considered complete. (ROW STAGING LOCATION TO BE COORDINATED WITH PUBLIC SERVICES)

Any tires found in or around a ditch shall be piled by the contractor in an approved location that is accessible to a truck and trailer. The COM Public Services Trash Division shall be contacted for removal of the pile.

3. VEGETATION REMOVAL

Contractor is responsible for the removal of living and dead vegetation inside the easements of the ditches assigned (see attached cross sections). Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by COM. If unsure of the area, there will be a contact at Public Services for clarification.

Overhanging vegetation from ditches that are less than five feet tall shall be cleared, up to at least five feet from the bottom of the ditch. Ditches that are taller than five feet shall be cleared of overhanging vegetation to the top edge of the ditch.

The grass and vegetation shall be mowed to a height of 4" to 6"

The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch.

Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is complete.

In the areas where the slope of an earthen ditch wall is greater than a 1:1 slope, the vegetation will be trimmed by the contractor up to and even with the top of the wall.

Where the removal of vegetation or operations of equipment along the sides or top of the earthen or trapezoidal ditches leaves bare exposed ground, the Contractor shall either place sod or seed the bare ground to prevent erosion of the soil.

4. FIELD DOCUMENTATION

The following documentation will be required to be maintained by the contractor:

1) Photos of the ditches, before and after cleaning.
2) The amount of debris and litter removed at each ditch (for example: number of trash bags full, removed, etc.)
    a. Provide documentation, with each invoice, showing the amount and location of litter removed in that pay period
    b. A recap of all trash/ litter removed from the contracted ditches at the end of the project
3) Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout...)

Video and picture evidence are to be taken by the contractor in order to verify work was conducted down to the water line, and to verify all visible trash was removed. If requested by the contractor, the COM will have an inspector available daily to verify the contractor's work to eliminate additional work by the contractor being required after a ditch's water level lowers.

5. ACCESS

The COM guarantees access to each ditch from at least one end, not always both.

While workers are present, contractors are allowed to remove fences to enter ditch areas; fences must be replaced when workers are not present.

6. TRAFFIC CONTROL

The COM will not assist with traffic control. Contractor is responsible for the implementation and maintenance of any traffic control. Traffic control methods shall conform with the current MUTCD.

7. ADDITIONAL REQUIREMENTS

The COM is interested in starting the ditch maintenance activities as soon as possible, therefore, vendors must be properly qualified to do business with the COM. Vendors shall provide with this bid the following:

- Registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register
- COM Business License Number
- Proof of Registration with the E-Verify Program, Federal and State
- Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification

The following is required and must be filled in:

Registration Number with Secretary of State Office __
COM of Mobile Business License Number ___
E-Verify Enrollment Number
Insurance Carrier can provide Certificate of Insurance for COM requirements within one (1) day of notification: YES_NO_

Contractors may be required to show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand, as well as what resources will be added prior to the work beginning.

COM of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided, they have the above required items. A blank copy of the Service Contract is included in this bid package. The blank Contract copy does not have to be filled out or returned with this bid.

A Bid Bond is not required.

8. SAFETY

Contractor shall comply with all applicable OSHA and COM of Mobile rules and regulations. Contractor shall provide effective safety training to employees. Contractor shall designate a "competent person" at each work site who has the responsibility and authority to stop work until all safety conditions are met.

Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:

- Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class -II or Class III as required by the MUTCD for the type of traffic hazard.
- Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, ATV 's or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.
- Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.
- All equipment guards must be in place.

Where applicable, contractor will take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians, and property; the contractor shall be liable for any and all damage to passing vehicles, property or injuries resulting from their work. Safety glasses shall be worn when operating power equipment and whenever there is an exposure to an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.); hearing protection is recommended when operating power equipment.

Cell phones, earphones, and Bluetooth devices shall not be used when operating equipment or performing other duties.

The COM has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken.

Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall notify COM in the event of a spill.

If Pesticides are used by the Contractor, the Contractor shall have a Pesticide License or be authorized to apply pesticides under a licensed applicator.

Failure to comply with safety issues may result in contract termination.

Contractor shall notify the COM of Mobile of any incidents reported to them.

9. PAYMENT

1. Payment will occur when each awarded ditch listed in the contracted sector is completed (cleaned and cut) as described above by the contractor and inspected by COM Staff.

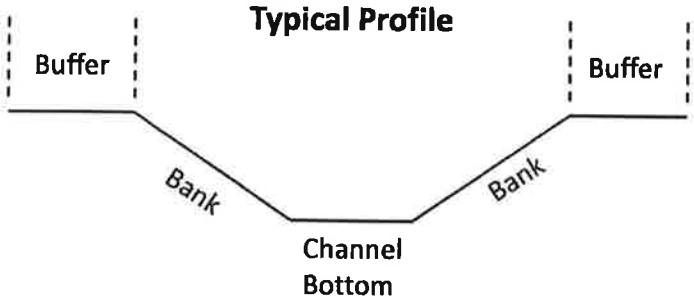
2. Once a contractor has completed all work in the sector, they shall notify Public Services at a telephone number to be provided at Award of contract, who will then send out an inspector. Once the inspector has approved all work in that sector completed, the COM will pay the contractor.
3. The penalty for exceeding the 60-day project completion timeline is to deduct 2% of the contract price per day that the timeline is exceeded. If properly documented, rain delay days will not be held against the contractor.
4. If rain disrupts the schedule, weather records must be noted on the submitted schedule to explain any variances in the completion timeline.

The price that is quoted in the bid documents is the price the COM will pay for your services.

10. PERFORMANCE

If a contractor is unable to fulfill obligations of the contract on any of their awarded ditches, the entire contract may be terminated. The COM is the sole determiner of whether the vendor is operating at the capacity required.

Trapezoidal Ditch Maintenance Standards



Note: *This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.*

Examples of Typical Existing Conditions

Note: The below examples do not represent all conditions.
Field surveys are required to assess all maintenance required on ditch.



Buffer Area Encroachments



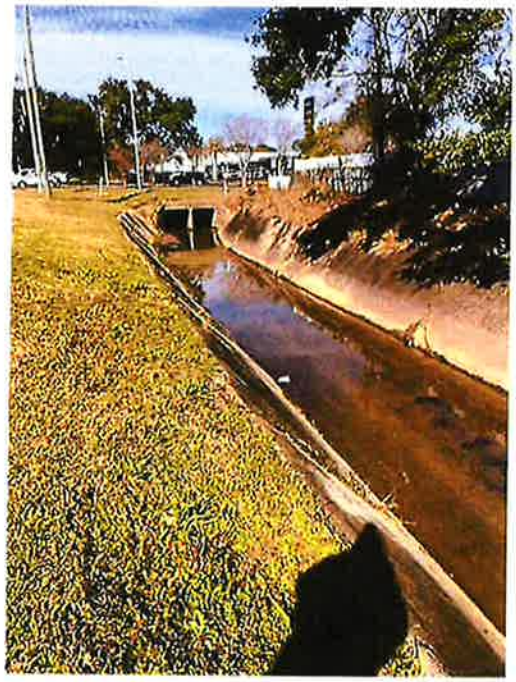
Slope and Bank Obstructions





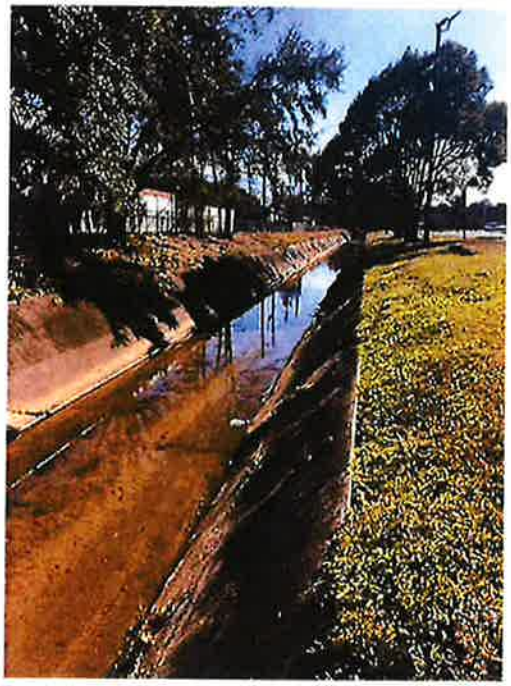
Trapezoidal Ditch Maintenance Standards

Expected Condition After Maintenance

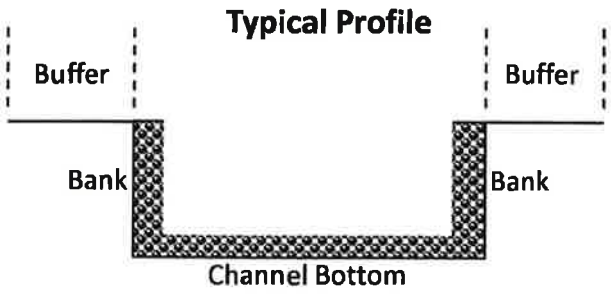








Gabion Ditch Maintenance Standards

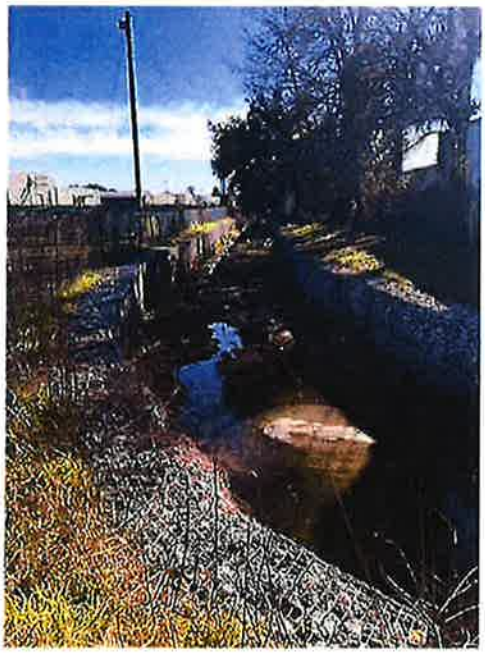


Note: *This profile represents a typical Gabion ditch. Depth and buffer area varies.*

Examples of Typical Existing Conditions

Note: The below examples do not represent all conditions.
Field surveys are required to assess all maintenance required on ditch.

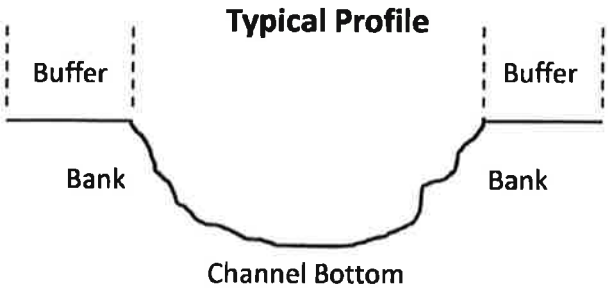




Gabion Ditch Maintenance Standards

Expected Condition After Maintenance

Earthen Ditch Maintenance Standards



Note: *This profile represents a typical earthen ditch. Depth, slope and buffer area varies.*

Examples of Typical Existing Conditions

Note: The below examples do not represent all conditions.
Field surveys are required to assess all maintenance required on ditch.





Earthen Ditch Maintenance Standards

Expected Condition After Maintenance





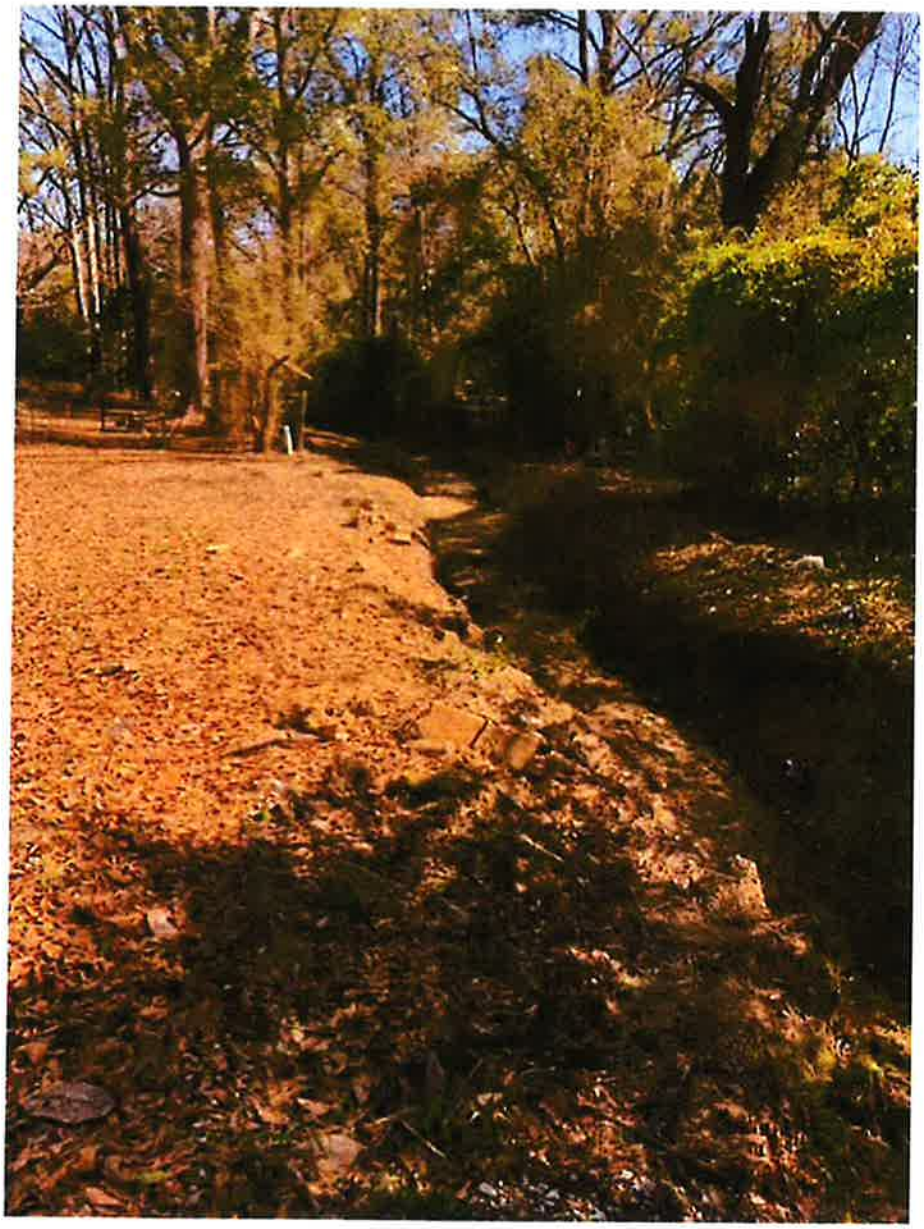


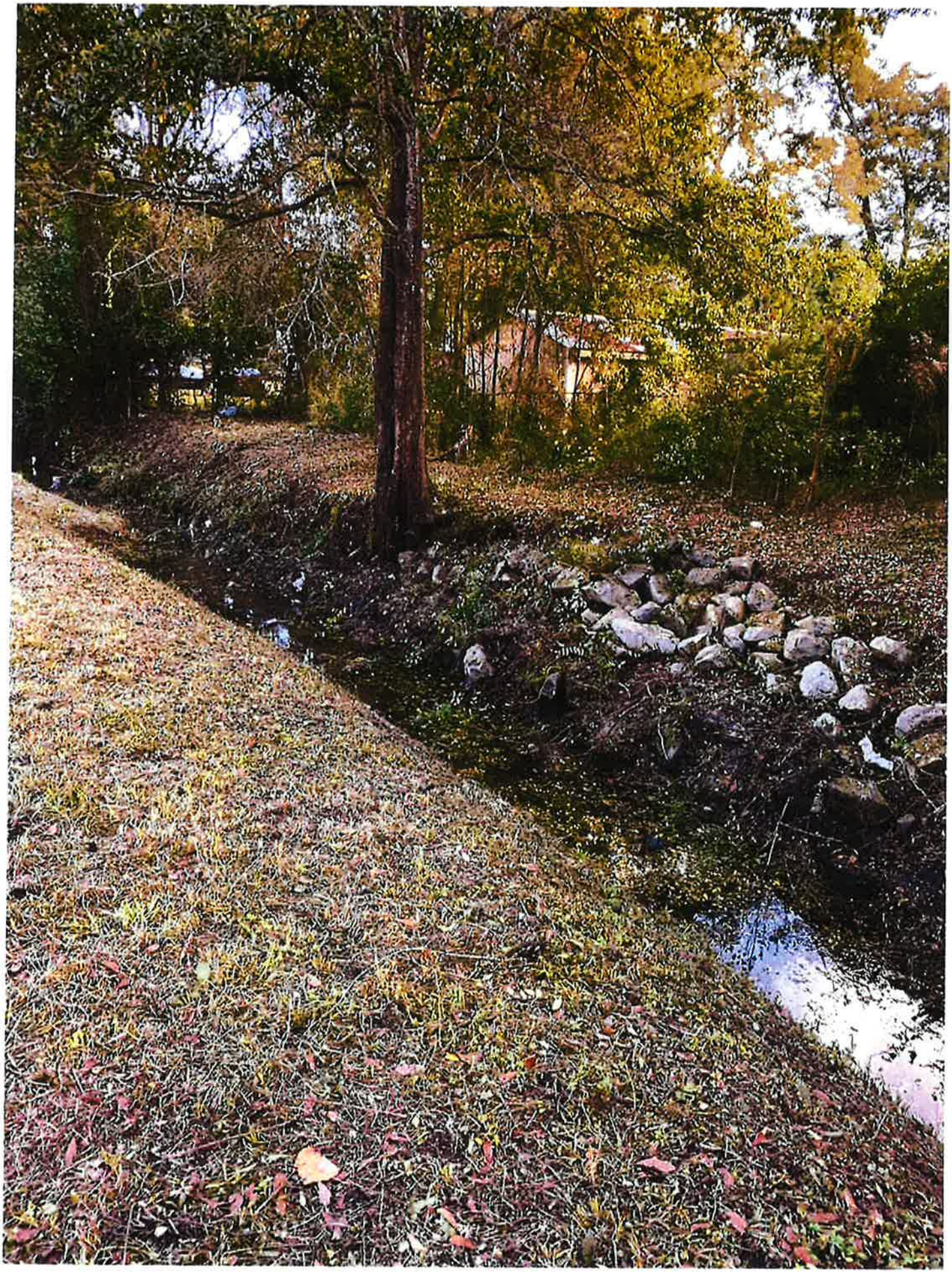




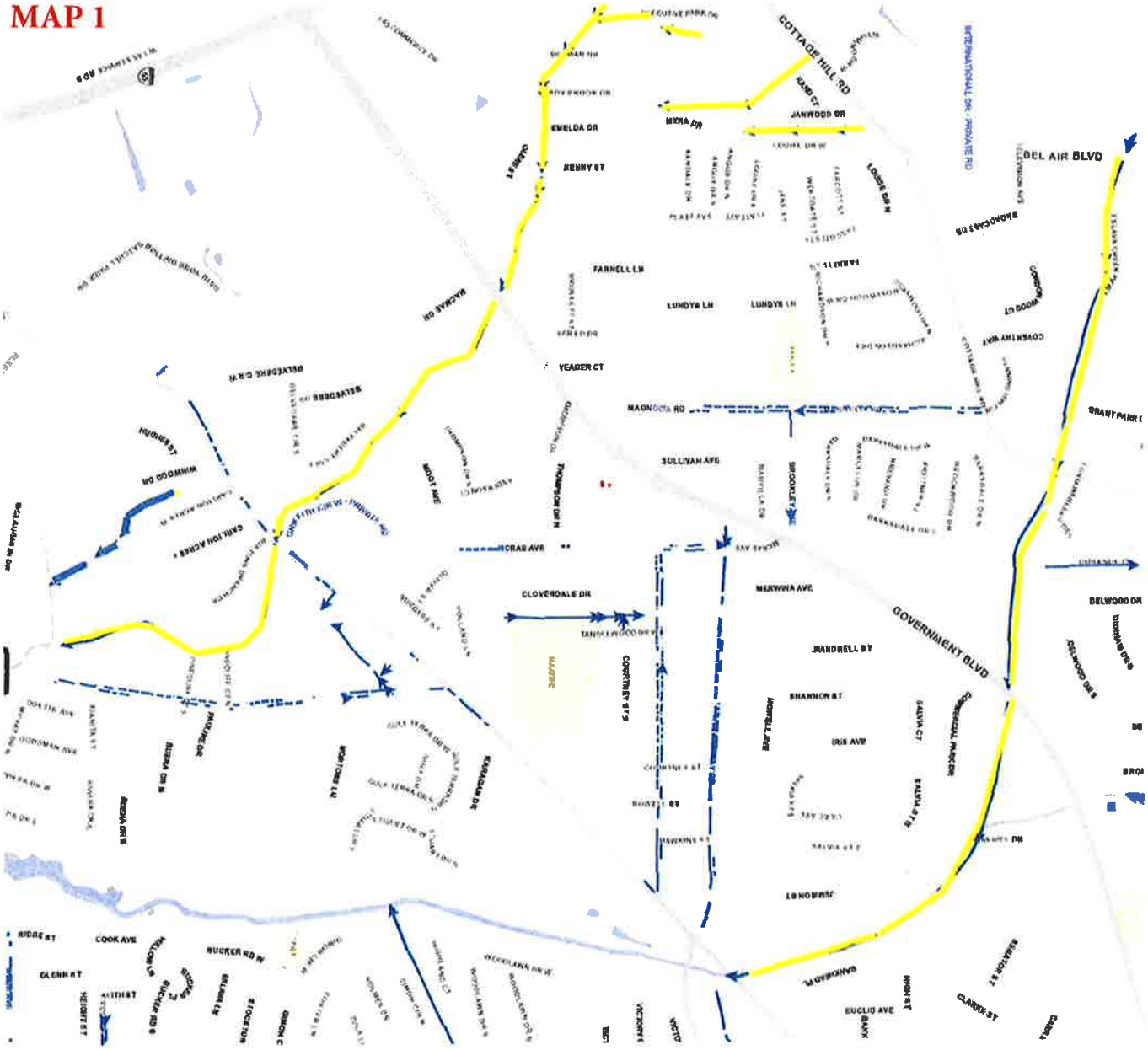








MAP 1


COTTAGE HILL RD
DEL AIR BLVD
GOVERNMENT BLVD
EMELDA DR
KENNY ST
FARNELL LN
LUNDYS LN
YEADER CT
MAGNOLIA RD
SULLIVAN AVE
CRAB AVE
CLOVERDALE DR
MARWIN AVE
MANDRELL ST
SHANNON ST
IRIS AVE
DELWOOD DR
GRANT PARK
COOK AVE
BUCKER RD W
GLENN ST
HIGHFIELD ST
EUCLID AVE
CLARKE ST
MAIN ST
BANK
JANWOOD DR
MYRA DR
LOUISE DR N
FARNELL LN
THOMPSON DR N
COURTNEY ST
MARTINE
BROOKDALE
HUGHES ST
WINWOOD DR
CABLEHOUSE ACRES
PARKVIEW DR
RIVIERA DR N
REGINA DR S
MONTCREST CT
KARAKORAM DR
RIDGE ST
HILLCREST
STOCKTON
ORMOND C
VICTORIA
VICTOR
BAKERVIEW DR
SHANNON ST
CORONATION PARK DR
SALVIA CT
MARTINET DR
BELVEDERE CRES
BELVEDERE CT W
MACHAR DR
COVENTRY WAY
BROADCHAIR DR
INTERNATIONAL DR - PRIVATE RD


COTTAGE HILL RD
PLEASANT VALLEY RD
DOWNTOWNER LOOP S
DOWNTOWNER BLVD
LAKESIDE DR
HILTON DR
MONTLIMAR DR
HOLYHEAD
SPOKANE

MAP 2

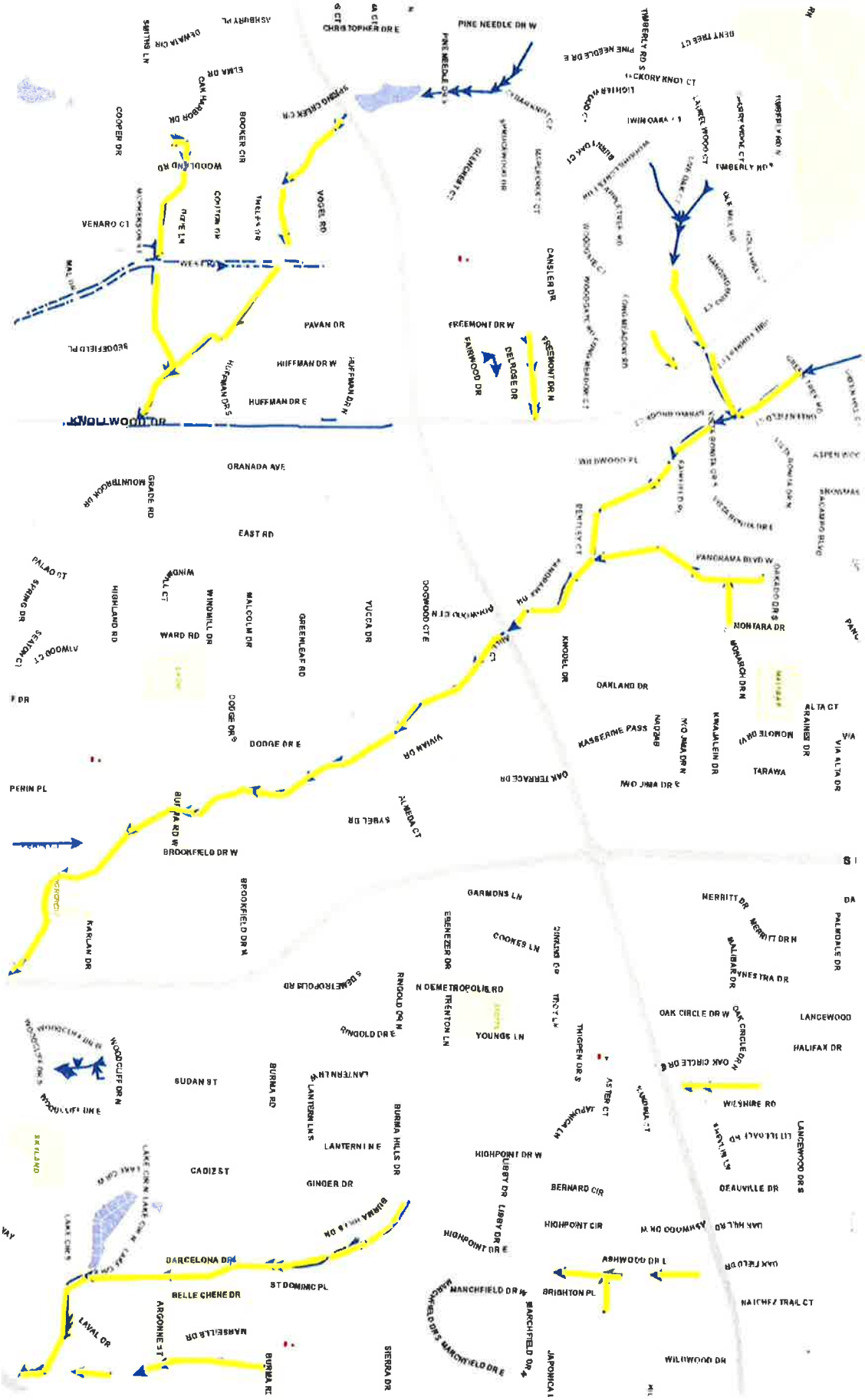

COTTAGE HILL RD
GOVERNMENT BLVD
Huron Lakes Country Club
PACE PKWY
COTTAGE HILL AVE
PLEASANT VALLEY RD
HUDSON DR

MAP 3

MAP 3A


AZALEA RD
GOVERNMENT BLVD
Horse Lakes Country Club
AZALEA RD
PAGE PKWY
RUE LN

MAP 3B


PINE NEEDLE DR W
CHRISTOPHER DR E
COOPER DR
BOOKER CIR
WOODLAND RD
VOGEL RD
VENARO CT
PAVAN DR
HUFFMAN DR W
HUFFMAN DR E
FREEMONT DR W
FREEMONT DR N
FAIRWOOD DR
DELROSE DR
CANSLER DR
ORANADA AVE
EAST RD
GRADE RD
MOUNTBROOK DR
PANORAMA BLVD W
MONTARA DR
OAKLAND DR
HIGHLAND RD
WARD RD
MALCOLM DR
GREENLEAF RD
YUCCA DR
DODGE DR E
PERIN PL
BROOKFIELD DR W
BROOKFIELD DR N
KARLAN DR
GARMONS LN
COOKES LN
YOUNGS LN
N DEMETROPOLIS RD
RINGOLD DR E
RINGOLD DR N
TRENTON LN
MERRITT DR
MERRITT DR N
PALMDALE DR
OAK CIRCLE DR W
OAK CIRCLE DR N
LANGEWOOD
HALIFAX DR
WILSHIRE RD
LANGEWOOD DR S
DEAUVILLE DR
SUDAN ST
BURMA RD
LANTERN LN E
LANTERN LN W
BURMA HILLS DR
CADIZ ST
GINGER DR
HIGHPOINT DR W
HIGHPOINT DR E
HIGHPOINT CIR
BERNARD CIR
LIBBY DR
ASHWOOD DR E
ASHWOOD DR W
OAK HILL RD
OAK FIELD DR
NATCHEZ TRAIL CT
WILDWOOD DR
BRIGHTON PL
MANCHFIELD DR W
MANCHFIELD DR E
MARCHFIELD DR W
JAPONICA LN
ASTER CT
BARCELONA DR
ST DOMINIC PL
BELLE CHENE DR
ARGONNE ST
MARSEILLE DR
LAVAL DR
SIERRA DR
BURMA RD
LAKE CIR W
LAKE CIR E
LAKE CIR N
LAKE CIR S
SKYLAND
WOODCLIFF DR N
WOODCLIFF DR E
WOODCLIFF DR S
ALAMEDA CT
SABEL DR
OAK TERRACE DR
KASSERINE PASS
TARAWA
ALTA CT
VIA ALTA DR
MONARCH DR N
KNOBEL DR
KNOLLEN DR
WINDMILL CT
WINDMILL DR
SPRING DR
SCENIC CT
PALAO CT
ASPEN RIDGE
BROOKFIELD PL
WILDWOOD PL
BENTLEY CT
SAGAMORE BLVD
ASHBURY PL
ELMA DR
DEVAN CIR
SMITH LN
TIMBERLY RD S
TIMBERLY RD N
HICKORY KNOLL CT
LAUREL WOOD CT
PINE NEEDLE DR E
DENT TREE CT
IRWIN OAKS CT
BURR OAK CT
GLENCREST CT
WOODCREST CT
WOODCREST DR
LONG MEADOW CT
LONG MEADOW RD
GREEN TREE CT
GREEN TREE RD
CHERRY HILL CT
CHERRY HILL DR
SPRING CREEK CT
THELEN DR
COMTON DR
PURE LN
WESTON
MAIL
SPRINGFIELD PL
WOODLAND RD
ELM DR
OAK HARBOR DR
SMITH LN
DEVAN CIR
ASHBURY PL
CHRISTOPHER DR E
PINE NEEDLE DR W
PINE NEEDLE DR E
TIMBERLY RD S
TIMBERLY RD N
HICKORY KNOLL CT
LAUREL WOOD CT
IRWIN OAKS CT
BURR OAK CT
GLENCREST CT
WOODCREST CT
WOODCREST DR
LONG MEADOW CT
LONG MEADOW RD
GREEN TREE CT
GREEN TREE RD
CHERRY HILL CT
CHERRY HILL DR
SPRING CREEK CT
THELEN DR
COMTON DR
PURE LN
WESTON
MAIL
SPRINGFIELD PL
WOODLAND RD
ELM DR
OAK HARBOR DR
COOPER DR
BOOKER CIR
VENARO CT
PAVAN DR
HUFFMAN DR W
HUFFMAN DR E
FREEMONT DR W
FREEMONT DR N
FAIRWOOD DR
DELROSE DR
CANSLER DR
ORANADA AVE
EAST RD
GRADE RD
MOUNTBROOK DR
PANORAMA BLVD W
MONTARA DR
OAKLAND DR
HIGHLAND RD
WARD RD
MALCOLM DR
GREENLEAF RD
YUCCA DR
DODGE DR E
PERIN PL
BROOKFIELD DR W
BROOKFIELD DR N
KARLAN DR
GARMONS LN
COOKES LN
YOUNGS LN
N DEMETROPOLIS RD
RINGOLD DR E
RINGOLD DR N
TRENTON LN
MERRITT DR
MERRITT DR N
PALMDALE DR
OAK CIRCLE DR W
OAK CIRCLE DR N
LANGEWOOD
HALIFAX DR
WILSHIRE RD
LANGEWOOD DR S
DEAUVILLE DR
SUDAN ST
BURMA RD
LANTERN LN E
LANTERN LN W
BURMA HILLS DR
CADIZ ST
GINGER DR
HIGHPOINT DR W
HIGHPOINT DR E
HIGHPOINT CIR
BERNARD CIR
LIBBY DR
ASHWOOD DR E
ASHWOOD DR W
OAK HILL RD
OAK FIELD DR
NATCHEZ TRAIL CT
WILDWOOD DR
BRIGHTON PL
MANCHFIELD DR W
MANCHFIELD DR E
MARCHFIELD DR W
JAPONICA LN
ASTER CT
BARCELONA DR
ST DOMINIC PL
BELLE CHENE DR
ARGONNE ST
MARSEILLE DR
LAVAL DR
SIERRA DR
BURMA RD
LAKE CIR W
LAKE CIR E
LAKE CIR N
LAKE CIR S
SKYLAND
WOODCLIFF DR N
WOODCLIFF DR E
WOODCLIFF DR S
ALAMEDA CT
SABEL DR
OAK TERRACE DR
KASSERINE PASS
TARAWA
ALTA CT
VIA ALTA DR
MONARCH DR N
KNOBEL DR
KNOLLEN DR
WINDMILL CT
WINDMILL DR
SPRING DR
SCENIC CT
PALAO CT
ASPEN RIDGE
BROOKFIELD PL
WILDWOOD PL
BENTLEY CT
SAGAMORE BLVD

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:9/12/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Truck Equipment Sales Inc for 5 Ford F450 crew-cab trucks - 2 with landscape bodies for MPRD, 3 with contractor dump bodies for Public Services.
Fleet capital.

Amount of Contract:

$371,860.00

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

ATTACHMENTS:

Description	Type	Upload Date
20230828 Truck Agenda Package POs	Cover Memo	8/29/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	8/31/2023 - 12:32 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
8896, 14263	2023	(F7000) MOTOR POOL	5 FORD F450CREW-CAB TRUCKS – 2 WITH LANDSCAPE BODIES FOR MPRD, 3 WITH CONTRACTOR DUMP BODIES FOR PUBLIC SERVICES MAINTENANCE (SEALED BID 5831)	$371,860.00	(208560) TRUCK EQUIPMENT SALES INC

Adopted:

_____

City Clerk

Bill To	Requisition 00008896-00 FY 2023
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 1

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: SEAN CLARK
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	CARTERD@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/23	208560	04/24/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	TRUCK 2023 OR NEWER 16,000 LB GVW FORD F450 CREW CAB WITH GASOLINE ENGINE, DROP SIDES CONTRACTOR DUMP BODY. VENDOR TO PROVIDE 2023 OR NEWER FORD F450 4X2 CREWCAB, CAB AND CHASSIS 16,000 LB GVW, GASOLINE ENGINE WITH KNEPHIDE KDB DS-116-B DROP SIDES CONTRACTOR DUMP BODY AS PER CITY OF MOBIE BID #5831 AND YOUR QUOTE	3.00 EACH	72520.00000	217560.00

Additional Description Notes

2023 OR NEWER FORD F450 CREW CAB WITH DROP SIDES CONTRACTOR DUMP BODY.
REQUESTED BY 2086 PUBLIC SERVICES MAINTENANCE.

1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02070 .VEHICLEEXP.	.	217560.00

Ship To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604

Bill To	Requisition 00008896-00 FY 2023
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
TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/23	208560	04/24/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			217560.00

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

Account	Amount	Remaining Budget
E MP02070 .VEHICLEEXP. .	217560.00	790752.41

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.		
	217560.00	731644.04
MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)		

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

Activity	Date	Clerk	Comment
Approved	04/25/23	CHARLES SUMRALL	Reviewed and approve
Approved	05/11/23	CHARLES SUMRALL	Reviewed and approve
Approved	06/15/23	CHARLES SUMRALL	
Approved	04/25/23	SHONNDA SMITH	
Approved	04/25/23	JAMES DELAPP	Auto approved by: 910518244
Approved	04/25/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	05/11/23	SHONNDA SMITH	
Approved	05/11/23	JAMES DELAPP	Auto approved by: 910518244
Approved	05/11/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	06/15/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	06/15/23	JAMES DELAPP	
Approved	06/15/23	CASI CALLAWAY	Auto approved by: 910518527
Rejected	05/08/23	JOHN PAINE	specs description do not match
Rejected	06/14/23	JOHN PAINE	per your rquest
Approved	08/26/23	DONALD ROSE	Auto approved by: 9105paij
Approved	08/26/23	SANDRA LEWIS	Auto approved by: 9105paij

Bill To	Requisition 00008896-00 FY 2023
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
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: SEAN CLARK
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	CARTERD@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/23	208560	04/24/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 08/26/23 JOHN PAINE			
	Approved 08/26/23 MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00014263-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	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
08/22/23	208560				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	TRUCK CAB AND CHASSIS, CREW CAB, 4X2, 16000 GVW, GASOLONE ENGINE, WITH LANDSCAPE DUMP BODY, VENDOR TO PROVIDE 2023 OR NEWER FORD F450 4X2, 16,000LB GVW CAB AND CHASSIS WITH GASOLINE ENGINE AND LANDSCAPE DUMP BODY. VENDOR PROVIDING A 2023 OR NEWER FORD F450 4X2, CREW CAB CAB AND CHASSIS WITH GASOLINE ENGINE, 16,000 LB GVW WITH KNEPHIDE PCB-12-13 LANDSCAPE BODY. AS PER CITY OF MOBIOE BID #5831 AND YOUR QUOTE. Additional Description Notes --- TWO (2) 2023 OR NEWER FORD F450 CREW CAB TRUCKS WITH LANDSCAPE BODY AS SPECIFIED FOR PARKS DEPT.	2.00 EACH	77150.00000	154300.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02012 .VEHICLEEXP. .			154300.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE

Bill To	Requisition 00014263-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	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
08/22/23	208560				FLEET MANAGEMENT-GARAGE

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

Requisition Link

Requisition Total 154300.00

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

Account	Amount	Remaining Budget
E MP02012 .VEHICLEEXP. .	154300.00	204877.78

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	154300.00	731644.04
MOTOR POOL EXP	VEHICLE ACQ (GREATER $5000)	

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

Activity	Date	Clerk	Comment
Approved	08/23/23	CHARLES SUMRALL	
Approved	08/24/23	SHONNDA SMITH	
Approved	08/24/23	JAMES DELAPP	Auto approved by: 910518244
Approved	08/24/23	CHERI BOUCHER	Auto approved by: 910518244
Approved	08/24/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	08/26/23	DONALD ROSE	Auto approved by: 9105paij
Approved	08/26/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/26/23	JOHN PAINE	
Approved	08/26/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____

Bill To	Requisition 00014263-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	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
08/22/23	208560				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Signature

BID TAB FOR BID #5831

2023 OR NEWER 16,000 GVW CAB 4X2 TRUCK WITH DROP SIDE CONTRACTOR DUMP BODY OR LANDSCAPE DUMP BODY

	TRUCK EQUIPMENT SALES
DROP SIDE DUMP BODY	$72,520.00
LANDSCAPE DUMP BODY	$77,150.00

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:
08/02/2023	5831	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, FRIDAY, AUGUST 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.					
Appx. 1-10	**2023 OR NEWER 16,000 GVW CREW CAB 4 X 2 TRUCK WITH DROP SIDE CONTRACTOR DUMP BODY OR LANDSCAPE DUMP BODY** 2023 or Newer 16,000 GVW Crew Cab 4 x 2 Truck with Drop Side Contractor Dump Body as per the following and **ATTACHED MINIMUM** Specifications. **Chassis:** Make: _____ Model: _____ **Body:** Make: _____ Model: _____ Provide Literature and Specifications on product bid. Upon award the City will purchase a minimum of one (1) 16,000 GVW Crew Cab 4 x 2 Truck with Drop Side Contractor Dump Body. City desires that the height of the body loaded not to be more than 38 inches from the road surface. Height of truck bed fully loaded above road surface: _____ Height of truck bed empty: _____ Height of bed may be consideration in the award of this bid.					
Appx. 1-10	2023 or Newer 16,000 GVW Crew Cab 4 x 2 Truck with Landscape Dump Body as per the following and **ATTACHED MINIMUM** Specifications: **Chassis:** Make: _____ Model: _____ **Body:** Make: _____ Model: _____ Provide Literature and Specifications on product bid.					
	Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

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

Upon award the City will purchase a minimum of one (1) 16,000 GVW Crew Cab 4 x 2 Truck with Landscape Dump Body.

Height of truck bed fully loaded above road surface: _____

Height of truck bed empty: _____

Furnish Factory Literature and Specifications.

Colors ordered may be standard colors. Initial purchase will be white.

Different prices for different colors not acceptable.

NOTE: Front four (4) Corner Warning Lights shall NOT be installed in headlight/turn signal/parking light fixtures. Any vehicle delivered with the front four corner warning lights installed in the headlight/turn signal/parking light fixtures will be refused and only accepted once vendor replaces the light fixture with the new ones. Rear corner lights shall be separate mounts from rear lights.

Vehicle(s) are to be delivered with four (4) sets of fully functional keys that include the electronics and are coded to start the vehicles.

Include the price of Application for Certificate of Title in your bid price. All standard items as stated in your model Literature must remain on vehicle, not removed except as noted.

City of Mobile Business License Required – See Item 14 (on reverse side)

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

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

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.

Vendor shall provide ALL Service and Parts Manuals for these vehicles for use by the City of Mobile.

Pricing shall be good for the model year bid. At the option of the City of Mobile and the Successful Vendor, the award of this bid may be extended for two (2) additional model years.

Be sure to sign and return this page including the terms and conditions on the reverse of Page 1.

THE CITY OF MOBILE DOES NOT ACCEPT VENDOR'S TERMS AND CONDITIONS.

If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

TO BE AWARDED ON A PER ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

SPECIFICATIONS

1 – 10 2023 or newer Ford F450 or equal 4 door crew cab 16,000 lb GVW chassis dump body truck with drop side contractors dump body with the following minimum specifications

	YES	NO
General		
Contractor dump body for use on single axle 84"CA 16,000 GVW or larger truck		
Drop side construction		
Bulkhead 10 ga., tailgate double paneled 10 and 12 gauge, and sides double paneled 12 gauge. All steel High Tensile		
Built to accept scissors style hoist		
Pockets on top of sides to accept extension (cheater) boards		
Double Acting tailgate with spreader chains and quick release top pins		
Tailgate release must be positive locking with dump handle at left front corner of body		
LED clearance, marker, and RID lights to meet FMVSS 108		
Body to be E-coat primed and fully undercoated		
Headboard		
One piece 10 ga high tensile, 2 bend top rail, 2 ¼" wide with 1 ½" return flange.		
Fully boxed corner post and full width reinforcement rib for added rigidity		
Integrated Cab Protector Mounting pockets		
Straight Quarter cab protector installed		
Punched window opening for visibility		
Floor		
Two piece 7ga. high tensile, full seam welded		
Sloped floor to side interface to reduce material adhesion to sides		
Length 11ft x Width 7 ft inside dimensions		
Sides		
Sides are slam style with center mounted release handle		
Reinforced with a 4-1/2" x 9-1/2" formed rear corner post from top of tailgate to bottom of cross member.		
Pockets provided front and rear for 2X6		
Drop sides to be removable for easy service and replacement without cutting required		
Side height 16"		
Tailgate and Hardware		
Top hinge member to be 1 ¼" diameter quick release mechanism for dropping gate from top		
Lower latch hardware is overhead hook type latch with 1 1/8" diameter pin, ¾" thick latch		
5/16" spreader chains included with sufficient length to support tailgate in horizontal position		
Formed two piece construction seamless outer 12 ga panel and single 10ga inner wall. Tailgate height 22"		

Tailgate Release system		
Mechanical positive locking operating handle at left front by driver's door		
¾" diameter cross shafts (front and rear) and ½" diameter operating rod running longitudinally down the street side		
Safety restraining ring provided at the handle		
Multiple grease points throughout the system (grease zerks provided)		
Understructure		
Western style (cross memberless construction)		
Long sills are 7" trapezoidal style, full length of body , with internal anti –corrosion coating		
Hoist		
Scissors style hoist of ¾" high tensile steel construction		
Double acting cylinder with threaded cylinder gland cap to prevent cylinder damage in "load over center" conditions		
Electric/hydraulic pump with in cab pendant controls		
3 year warranty		
8.6 ton capacity		
Automatic Body bracing positioning.		
Other		
Includes mud flaps		
Rear hitch set up for Pintle eye and ball hitch combo with 2" ball		
Trailer plug wiring installed		
Safety D-rings for trailer		
Four Corner strobe System (surface mount)		
Local service center for complete unit including hoist		
Truck Chassis		
Crew Cab 84" CA- cab chassis		
~~GAS~~ Engine 7.3 Litre		
External oil and transmission cooler		
Front frame mounted tow hooks		
4 wheel disc anti-lock brakes		
6 speed automatic transmission		
40/20/40 Vinyl front split seat		
Auto locking rear differential		
Extendable outside mirrors		
Air and AM/FM Radio		
Factory Upfitter switches		
Factory Electric Brake Controller		

SPECIFICATIONS FOR FORD F450 CREW CAB TRUCK WITH LANDSCAPE BODY

Chassis:

- 4 door crew cab
- 16,000 lb GVW chassis dump body
- Crew Cab 84" CA- cab chassis
- 7.3 Liter Gasoline Engine
- External oil and transmission cooler
- Front frame mounted tow hooks
- 4 wheel disc anti-lock brakes
- 6 speed automatic transmission
- 40/20/40 Vinyl front split seat
- Auto locking rear differential
- Extendable outside mirrors
- Air and AM/FM Radio
- Factory upfitter switches
- Factory electric brake controller
- Front four (4) Corner Warning Lights shall NOT be installed in headlight/turn signal/parking light fixtures. Any vehicle delivered with the front four corner warning lights installed in the headlight/turn signal/parking light fixtures will be refused and only accepted once vendor replaces the light fixture with the new ones.
- Rear corner lights shall be separate mounts from rear lights.
- Vehicle(s) are to be delivered with four (4) sets of fully functional keys that include the electronics and are coded to stmt the vehicles.
- Include the price of application for Certificate of Title in your bid price.
- All standard items as stated in your model literature must remain on vehicle, not removed except as noted
- Mud flaps
- Rear hitch set up for pintle eye and ball hitch combo with 2" ball
- Trailer plug wiring installed
- Safety D-rings for trailer
- Four Corner strobe system (surface mount)
- Vendor shall provide ALL service and parts manuals for these vehicles for use by the City of Mobile.

Body:

- Reading SL-LS-12 54BH/12CG Landscape Body
- A60 coating-weight steel protected by E-Coat acrylic primer and high-gloss polyester finish

- Scissors hoist
- 50 degree dumping angle
- Double-acting electric hydraulic system with an all-weather pump and motor cover, 12 ton capacity
- Hoist assembly includes lubricating grease fittings and hinge assembly
- Safety body prop
- Grease zerks
- In-cab tethered hand-held control
- Black powder coat finish
- 9 ft. length
- 54 inch height
- 12 inch cab guard
- 52 inch side door opening
- 90.5 inch width
- Wired
- 2 inch tie-down bar on each side
- Tarp tie down tension cleats on the top of the body for easy door opening
- Fully welded cab guard, includes integral wind deflector and lashing rings
- Rear swing out barn doors, clear opening doors swing 270 degrees, include cam latch assembly
- Rear door latch, holdbacks mounted on the side of the body to hold the rear door open to access the bed area
- Side swing door, 52 inch wide door, 180 degree door swing, with two-point cam lock
- Fold away access step located under the side door opening
- Local service center for complete unit including hoist
- 3 year warranty

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:9/12/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Vector Solutions Inc for annual renewal of learning, performance management,and apparatus checklist software for MFRD.
EMS expense

Amount of Contract:

$67,008.58

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230829 vector Agenda Package POs	Cover Memo	8/29/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	8/31/2023 - 12:32 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
14406	2023	(1510) FIRE ADMINISTRATION	ANNUAL RENEWAL OF LEARNING, PERFORMANCE MANAGEMENT, AND APPARATUS CHECKLIST SOFTWARE FOR MFRD (PROFESSIONAL SERVICE)	$67,008.58	(295501) VECTOR SOLUTIONS, INC

Adopted:

_____

City Clerk

Bill To	Requisition 00014406-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
VECTOR SOLUTIONS, INC 92 CORNERSTONE DR. SUITE 218 CARY, NC 27519 US Tel#8775205521 Fax 9198821628	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/28/23	295501				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- TRAINING, ON-LINE PLATFORM & LICENSES; INCL ADOBE PROFESSIONAL SERVICE PER SUE FARNI, DON ROSE AND JOHN PAINE. THIS IS A RENEWAL PER QUOTE Q-276005.			
001	SOFTWARE: VECTOR SOLUTIONS, 1 YR RENEWAL, OCT 1, 2023: TSCHECKIT-A Vector Check It - Vehicles Vendor Item	40.00 EACH	165.57000	6622.80
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			6622.80
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	SOFTWARE: VECTOR SOLUTIONS, 1 YR RENEWAL, OCT 1, 2023: TSMAINTFEES Vector LMS, TargetSolutions Edition - Maintenance Fee Annual	1.00 EACH	395.00000	395.00

Bill To	Requisition 00014406-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
VECTOR SOLUTIONS, INC 92 CORNERSTONE DR. SUITE 218 CARY, NC 27519 US Tel#8775205521 Fax 9198821628	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/28/23	295501				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	maintenance of Vector LMS, TargetSolutions Edition Vendor Item			
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			395.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	SOFTWARE: VECTOR SOLUTIONS, 1 YR RENEWAL, OCT 1, 2023: TSCHECKITFIREVEHICLES Vector Check It - Fire/EMS Vehicles Vehicles Vendor Item	27.00 EACH	82.79000	2235.33
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			2235.33

Bill To	Requisition 00014406-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
VECTOR SOLUTIONS, INC	FIRE CENTRAL SUPPLY
92 CORNERSTONE DR.	2851 OLD SHELL ROAD
SUITE 218	
	MOBILE, AL 36607
CARY, NC 27519	RICHARDSONV@CITYOFMOBILE.ORG
US	
Tel#8775205521	Delivery Reference
Fax 9198821628	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/28/23	295501				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004	SOFTWARE: VECTOR SOLUTIONS, 1 YR RENEWAL, OCT 1, 2023: TSPREMIER Vector LMS, TargetSolutions Edition Premier Membership Training management for public entities and professionals Vendor Item	469.00 EACH	92.78000	43513.82
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			43513.82
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			

Bill To	Requisition 00014406-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
VECTOR SOLUTIONS, INC	FIRE CENTRAL SUPPLY
92 CORNERSTONE DR.	2851 OLD SHELL ROAD
SUITE 218	
	MOBILE, AL 36607
CARY, NC 27519	RICHARDSONV@CITYOFMOBILE.ORG
US	
Tel#8775205521	Delivery Reference
Fax 9198821628	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/28/23	295501				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005	SOFTWARE: VECTOR SOLUTIONS, 1 YR RENEWAL, OCT 1, 2023: TSONLINE Vector LMS, TargetSolutions Edition - Online Training Package Admin Vendor Item	41.00 EACH	39.43000	1616.63
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			1616.63
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
006	SOFTWARE: VECTOR SOLUTIONS, 1 YR RENEWAL, OCT 1, 2023: TSEVAL Vector Evaluations+ Vector	505.00 EACH	25.00000	12625.00

Bill To	Requisition 00014406-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
VECTOR SOLUTIONS, INC 92 CORNERSTONE DR. SUITE 218 CARY, NC 27519 US Tel#8775205521 Fax 9198821628	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/28/23	295501				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Evaluations+ for web and mobile Vendor Item			
1	6120.70.15.0000.0000.1510.0000.0000.44020.			12625.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 67008.58

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.44020.	67008.58	239020.61
EMERGENCY MEDICAL SVCS EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	08/29/23	DONALD ROSE	Auto approved by: 9105fola
Approved	08/29/23	SANDRA LEWIS	Auto approved by: 9105fola
Approved	08/29/23	JOHN PAINE	Auto approved by: 9105fola

Bill To	Requisition 00014406-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 6

Vendor	Ship To
VECTOR SOLUTIONS, INC 92 CORNERSTONE DR. SUITE 218 CARY, NC 27519 US Tel#8775205521 Fax 9198821628	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/28/23	295501				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	08/29/23	MICHAEL SPAFFORD		Auto approved by: 9105fola	
	Approved	08/29/23	ANNE FOLEY			

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Smart Surround LLC for fencing for DIP recycling drop-off site.
ADEM Recycling Grant.

Amount of Contract:

$27,307.70

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230831 Smart Agenda Package POs	Cover Memo	8/31/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	8/31/2023 - 2:38 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
14616	2023	(2590) GRANT MANAGEMENT	FENCING FOR DIP RECYCLING DROP OFF SITE (PRICE QUOTE BELOW BID REQUIREMENT)	$27,307.70	(298686) SMART SURROUND LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00014616-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5032.70.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
SMART SURROUND LLC	GRANTS ADMINISTRATION
426 E WHITTIER ST.	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
COLUMBUS, OH 43206	MAITLAND.THULL@CITYOFMOBILE.ORG
Tel#614-795-1285	Delivery Reference
	M. THULL.T. BAXTER
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/31/23	298686				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
001	ONE ENCLOSURE TO HOUSE A COMPACTOR AND OTHER RECYCLING CONTAINERS. PAD SIZE 51.25'X17'. ENCLOSURE TO HAVE 3 GATES ENTRANCE. COLOR - TAN ALL FASTENERS, WHEELS, CAIN BOLTS, GREASE, CAPS, ARE INCLUDED ENCLOSURE - $22,146.70 TAX 7.5% - $1,661.00 SHIPPING - $2,000.00 CREATING - $1,500.00 TOTAL - $27,307.70	1.00 EACH	25307.70000	25307.70
	1 5032.70.00.0000.0000.0000.0000.0000.47010. E G-ARF .CAPEQUIPMT. .			25307.70
	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Delivery Reference M. THULL.T. BAXTER Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
002	FREIGHT	1.00	2000.00000	2000.00

Bill To	Requisition 00014616-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5032.70.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
SMART SURROUND LLC	GRANTS ADMINISTRATION
426 E WHITTIER ST.	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
COLUMBUS, OH 43206	MAITLAND.THULL@CITYOFMOBILE.ORG
Tel#614-795-1285	Delivery Reference
	M. THULL.T. BAXTER
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/31/23	298686				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
		EACH		
	Vendor Item			
	Inventory Item/Loc 14009			
1	1000.60.25.2510.2590.2510.0000.0000.47010.			
	E G-ARF .CAPEQUIPMT. .			2000.00

Ship To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644
Delivery Reference
M. THULL.T. BAXTER

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

Requisition Link

Requisition Total 27307.70

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

Account	Amount	Remaining Budget
E G-ARF .CAPEQUIPMT. .	27307.70	-44915.94

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

Account	Amount	Remaining Budget
1000.60.25.2510.2590.2510.0000.0000.47010.		

Bill To	Requisition 00014616-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5032.70.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
SMART SURROUND LLC	GRANTS ADMINISTRATION
426 E WHITTIER ST.	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
COLUMBUS, OH 43206	MAITLAND.THULL@CITYOFMOBILE.ORG
Tel#614-795-1285	Delivery Reference
	M. THULL.T. BAXTER
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/31/23	298686				GRANT MANAGEMENT

Account		Amount	Remaining Budget
		2000.00	2546.50
GRANT MANAGEMENT EXP	EQUIPMENT (GREATER $5000)		
5032.70.00.0000.0000.0000.0000.0000.47010.			
		25307.70	2546.50
ADEM GRANTS EXP	EQUIPMENT (GREATER $5000)		

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

Activity	Date	Clerk	Comment
Queued	08/31/23	SCOTT PROVINCE	Auto approved by: 910516727
Queued	08/31/23	DONNA BRYARS	Auto approved by: 910516727
Queued	08/31/23	CASI CALLAWAY	Auto approved by: 910516727
Queued	08/31/23	CODY SCOTT	Auto approved by: 910516727
Pending		CODY SCOTT	Auto approved by: 910516727
Pending		RANDY THREADGILL	Auto approved by: 910516727
Pending		DONNA BRYARS	Auto approved by: 910516727
Pending		TAYLOR HARRIS	Auto approved by: 910516727
Pending		DONALD ROSE	Auto approved by: 910516727
Pending		SANDRA LEWIS	Auto approved by: 910516727
Pending		STEVEN KRONINGER	Auto approved by: 910516727
Pending		SAMANTHA COOLEY	Auto approved by: 910516727
Pending		JOHN PAINE	Auto approved by: 910516727
Pending		MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

SmartSurround LLC

426 E Whittier St Columbus Ohio 43206

8-21-2023

To: Maitland Thull

Resilience Coordinator

cell 251 454 6504

Office 251 208 7167

Maitland.Thull@cityofmobile.org

City of Mobile Alabama

Mobile Government Plaze south tower

205 Government Street

Mobile, Alabama 36644

Project Location: Mobile, Alabama

Site location for enclosure: Faye Street

Quote

To Maitland Thull

Quote for one enclosure to house a compactor and other recycling containers. Pad size 51.25'x17'. Enclosure to have 3 gates entrance as seen with attached drawings. The quote does not include concrete work or assembly just the enclosure.

$22,146.70

Tax 7.5%	$1661.00
Shipping	$2000.00
Creating	$1500.00
Total	**$27,307.70**

Your order will be shipped in 5-6 weeks from payment date. The order will start from day the check clears the bank. When delivered you will need a forklift or bobcat with forks to unload. Assembly time of the unit is 2-3 days. Color Tan

All fasteners, wheels, Cain bolts, grease, caps, are included. All you will need is tools to install.

Written instruction with drawings come with the kit. 3 copy's of instructions come with the kit.

When installing I will be glad to discuss instruction with installers.

If you have question please call my cell phone number 1-614-795-1285

All the best Nate

CEO Nathan Pingel

SmartSurround LLC

Cell 614 795 1285

www.smartsurround.com

smartsurround@gmail.com

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Submitted by:

Kim Carmody, Director of Mobile Parks & Recreation

Sponsored by:

Mayor Sandy Stimpson

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	8/31/2023

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	McCants, Gerard	Approved	8/29/2023 - 1:45 PM
Budget	Sapp, Celia	Approved	8/31/2023 - 1:37 PM
Legal	Kern, Chris	Approved	8/31/2023 - 2:38 PM
Legal	Kern, Chris	Approved	8/31/2023 - 2:39 PM
Mayors Office	Barber, James	Approved	8/31/2023 - 2:41 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 $22,500.00 be transferred from the General Fund (1000), (10042012-41030) to the Capital Project Fund (2000) Project #CO660 to be used for invasive species removal at Brookley by the Bay.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Submitted by:

Relya Mallory McMillian
Capital Projects Administrator

Sponsored by:

William S. Stimpson
Mayor

Purpose and Scope of Project:

To transfer $5,830,000 from unassigned fund balance in General Fund (1000) to Capital Improvement Fund (2000) for Capital Project #C0875 N. Washington Ave-St and Culvert Repairs ($5,700,000) and #C0721 US 45 Median Improvements ($130,000)).

Funding Source

Project # C0721 US 45 Median Improvements and C0875 N. Washington Ave-St & Culvert	**Discretionary Funds**
Project String 2000.2000	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
US 45 Median Improv & N Washington Ave-Culvert	Cover Memo	8/31/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	8/31/2023 - 11:50 AM
Budget	Sapp, Celia	Approved	8/31/2023 - 11:56 AM
Legal	Kern, Chris	Approved	8/31/2023 - 1:49 PM
Legal	Kern, Chris	Approved	8/31/2023 - 1:49 PM

Mayors Office	Barber, James	Approved	8/31/2023 - 1:52 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 $5,830,000.00 be specifically allocated pursuant to Alabama Code Section 11-44C-57 from the Unassigned Fund Balance in the General Fund (Fund 1000) to the following Capital Projects in the Capital Improvements Fund (Fund 2000):

C0875	N. Washington Ave-St & Culvert Repairs	$5,700,000.00
C0721	US 45 Median Improvements	130,000.00

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Submitted by:

Jennifer Greene, Director of Programs and Project Management

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Attached is a Change Order agreement between the City of Mobile and McElhenney Construction Company, LLC to increase the contract sum by $499,079.60. These additional funds are fully provided by a Supplemental Agreement between the City of Mobile and State of Alabama's Transportation Alternatives program (TAP), executed August 23, 2023. The funds will cover Alternates 1 & 2, which will add PermaTrak concrete boardwalks, allowing two historic live oaks to remain along the trail.

This contract is funded through the subaward agreement for Grant Number M1A13-MGWI between the ADCNR and the City of Mobile for the Three Mile Creek Greenway Trail, which was adopted by City Council on September 22, 2020. These federal funds originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). It is also funded through a grant agreement between the City of Mobile and the Alabama Department of Transportation, for the Transportation Alternatives Program (TAP), which was adopted by City Council on October 16, 2018. The purpose of this project is to complete the construction for the 6N segment of the Three Mile Creek Greenway Trail from Goodwill Ave. to the existing Tricentennial Park trail at Yerby Dr. This segment of the trail will connect to future segments and provide a multi-use trail spanning from Dr Martin Luther King Jr Ave. to the Mobile Japanese Garden. This change order has been reviewed and approved by ADCNR and ALDOT.

Amount of Contract:

$1,405,086.40

Effective Date of Contract:

5/11/2023

Funding Source

Project # Three Mile Creek Greenway Trail – 6N No. **Discretionary Funds** N/A

2022-2045-02

Project String G-3MCGREEN **Contract Number:**292750

Budget Amendment **REDUCE** N/A **INCREASE** $499,079.60

Grant Funds $499,079.60 **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	8/31/2023
Justification	Backup Material	8/31/2023
Change Order	Backup Material	8/31/2023
ADCNR Approval	Backup Material	8/31/2023
Executed TAP Supplemental Agreement	Backup Material	8/31/2023
Original Contract	Backup Material	8/31/2023
change order resolution	Cover Memo	8/31/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	8/31/2023 - 11:53 AM
Accounting	Threadgill, Randy	Approved	8/31/2023 - 12:27 PM
Legal	Kern, Chris	Approved	8/31/2023 - 3:02 PM
Legal	Kern, Chris	Approved	8/31/2023 - 3:02 PM
Mayors Office	Barber, James	Approved	8/31/2023 - 3:03 PM

August 31, 2023

To Whom It May Concern:

Attached to this memo is a Change Order agreement between the City of Mobile and McElhenney Construction Company, LLC to increase the contract sum by $499,079.60. These additional funds are fully provided by a Supplemental Agreement between the City of Mobile and State of Alabama's Transportation Alternatives program (TAP), executed August 23, 2023. The funds will cover Alternates 1 & 2, which will add PermaTrak concrete boardwalks, allowing two historic live oaks to remain along the trail.

This contract is funded through the subaward agreement for Grant Number M1A13-MGWI between the ADCNR and the City of Mobile for the Three Mile Creek Greenway Trail, which was adopted by City Council on September 22, 2020. These federal funds originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). It is also funded through a grant agreement between the City of Mobile and the Alabama Department of Transportation, for the Transportation Alternatives Program (TAP), which was adopted by City Council on October 16, 2018. The purpose of this project is to complete the construction for the 6N segment of the Three Mile Creek Greenway Trail from Goodwill Ave. to the existing Tricentennial Park trail at Yerby Dr. This segment of the trail will connect to future segments and provide a multi-use trail spanning from Dr Martin Luther King Jr Ave. to the Mobile Japanese Garden. This change order has been reviewed and approved by ADCNR and ALDOT.

We look forward to continued communication on this important funded project. Please call either Jennifer Greene with questions at 251-208-7199 or email at Jennifer.greene@cityofmobile.org or Emma Cochran at 251-208-1084 or email emma.cochran@cityofmobile.org.

Jennifer Greene
Director, Programs and Project Management
Public Works

MOBILE
ALABAMA

JUSTIFICATION FOR CHANGE ORDER

PROJECT:	Three Mile Creek: Section 6 North
CHANGE ORDER NO:	(1) One
CONTRACTOR:	McElhenney Construction Company, LLC
PROJECT NO:	2022-2045-02
CONTRACT #:	4504
VENDOR #:	292750

The attached Change Order number One (1) to contract with McElhenney Construction Company, LLC dated May 09, 2023 is required because of the following:

[ ] 1. Unusual and difficult circumstances which arose during the course of the execution of the contraction with could not have been reasonable foreseen.

[ ] 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

[ ] 3. Emergencies arising during the course of the work.

[ ] 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

[X] 5. See attached memo.

[ ] 6. Other:

James A. DeLapp, Exec. Director Public Works

CITY OF MOBILE
Public Works
205 Government Street, 3rd Floor
Mobile, AL 36602

PROJECT: Three Mile Creek: Section 6 North

CHANGE ORDER NO: (1) One

ADDRESS: N/A

DATE: August 31, 2023

TO CONTRACTOR: McElhenney Construction Company, LLC

PROJECT NO: 2022-2045-02

ADDRESS: P.O. Box 1409

CONTRACT DATE: May 11, 2023

Theodore, AL 36590

TERMS: You are hereby authorized to make the following changes hereto:
City desires to increase the total contract sum for the project's contract with McElhenney Construction Company, LLC to complete additional construction outlined in Alternates 1 & 2.

THE CONTRACT US CHANGED AS FOLLOWS:

Original Contract Sum:	$1,405,086.40
Net change by previously authorized change orders:	$0.00
Contract Sum prior to this Change Order:	$1,405,086.40
Contract Sum will be INCREASED by this Change Order:	$499,079.60
New Contract Sum including this Change Order will be:	$1,904,166.00
Contract Time will not be changed.	120 Working Days

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

James A. DeLapp, Exec. Director Public Works

McElhenney Construction Company, LLC
Contractor

P.O. Box 1409, Theodore, AL 36590
Address

William S. Stimpson, Mayor

Robert McDonough, Project Manager

ATTEST:

August 31, 2023
Date

City Clerk

(Corporate Seal if applicable)

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET, SUITE 468
MONTGOMERY, ALABAMA 36130
(334) 242-3486

KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

August 30, 2023

To: Ms. Emma Cochran

From: Amy Hunter, Ph.D.

RE: Approval to Execute Change Order 1 for Construction of Segment 6N
MIP 13: Mobile Greenway Initiative/3 Mile Creek Greenway Trail
Grant #RDCGR010131-01-00

Dear Ms. Cochran:

ADCNR is in receipt of draft Change Order 1 for construction of Segment 6N in the amount of $499,079.60 for bid alternates 1 and 2, and further summarized below.

- Change Order 1 value of $499,079.60 is consistent with the prime contractors Alternate 1 ($249,839.60) and Alternate 2 ($249,240.00) bids in the original bid submission.
- Change Order 1 is funded by the TAP agreement between the City of Mobile and the Alabama Dept of Transportation.
- The total Seg 6N construction contract value, including Change Order 1, is now $1,904,166.
    - Federal TAP - $1,055,092
    - City Match of TAP - $263,773
    - RESTORE - $585,301
- The Change Order is allowed pursuant to paragraph 18 of Articles of Agreement (Item IX).

After review, ADCNR finds Change Order 1 to be in line with the terms of the grant, bid and contract. ADCNR approves Change Order 1.

Once Change Order 1 has been executed, please send a copy of the document to the ADCNR project manager, Jennifer Robinson.

Please reach out if you have any questions.

Thank you,

Amy Hunter, Ph.D.
DWH Restoration Coordinator

The Department of Conservation and Natural Resources does not discriminate on the basis of race, color, religion, age, gender, 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.

18-0314.1

AGREEMENT
FOR A
TRANSPORTATION ALTERNATIVES PROGRAM
PROJECT

BETWEEN THE STATE OF ALABAMA
AND
CITY OF MOBILE
Mobile County

Project No. TAPAA-TA18(923)
CPMS Ref# 100068380
Three Mile Creek: Section 6 CN North Project
Supplemental Agreement No. 1

PART ONE (1): INTRODUCTION

This Supplemental Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as STATE; and the City of Mobile, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the trail located on the north side of Three Mile Creek from the University of South Alabama's Medical Center towards Strickland Youth Center; Project# TAPAA-TA18(923); CPMS Ref# 100068380; and

WHEREAS, the STATE and the CITY desire to amend the Agreement entered into on the 17th day of December 2018, by execution of this supplemental Agreement.

NOW, THEREFORE, the parties hereto, for, and consideration of the premises stated herein, do hereby mutually promise, stipulate, and agree that the foregoing Agreement between the parties dated December 17, 2018 be and the same is hereby amended in the following respect:

1. Page 1, paragraph A of the foregoing Agreement is hereby amended to read as follows:

   Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. It is expressly understood that federal funds for this project will be provided from Transportation Alternatives Program (TAP) funds as authorized by the U.S. Congress and the STATE will not be liable for any funding. The project will be limited to $500,000.00 Federal funds unless the Mobile Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Mobile Area sufficient to pay 80% of the project cost. Any deficiency in Federal Aid or overrun in costs not covered by the MPO will be borne by the CITY from CITY funds unless approved in writing by the STATE. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.

2. Page 1, paragraph B of the foregoing Agreement is hereby amended to read as follows:

The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
Federal TAP Funds	$ 555,092.00
City Funds	$ 138,773.00
Federal TAP Funds (Mobile Area Dedicated)	$ 500,000.00
City funds	$ 125,000.00
TOTAL (Incl CE&I)	$ 1,318,865.00

It is further understood that this is a cost reimbursement program and no Federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no Federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the FHWA or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

3. 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.

4. All other and remaining terms of the Agreement of December 17, 2018 shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

City of Mobile, Alabama

By: _____ **By:** _____

City Clerk (Signature) **As Mayor (Signature)**

Lisa C. Lambert — William S. Stimpson

Type Name of Clerk **Type Name of Mayor**

(AFFIX SEAL)

This agreement has been legally reviewed and approved as to form and content.

By: _____

William F. Patty,
Chief Counsel

RECOMMENDED FOR APPROVAL:

_____ _____

Matthew J. Ericksen, P.E. **Bradley B. Lindsey, P.E.**
Southwest Region Engineer **State Local Transportation Engineer**

_____

Edward N. Austin, P. E.
Chief Engineer
STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

_____

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND SIGNED BY THE GOVERNOR ON THIS 16th **DAY OF** August **,** 2023 **.**

_____

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER 01-467 2023

BE IT RESOLVED, by the City of Mobile as follows:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Trail located on the north side of Three Mile Creek from the University of South Alabama's Medical Center towards Strickland Youth Center;
Project# TAPAA-TA18(923); CPMS Ref# 100068380

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the 9th day of May, 2023, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

ASSISTANT City Clerk

Mayor

23 day of May, 2023, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 9th day of May, 2023.

ASSISTANT City Clerk

(AFFIX SEAL)

01-467 **2023**

Sponsored by: Mayor William S. Stimpson

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 Supplemental Agreement #1 between the City of Mobile and the State of Alabama for existing grant agreement Project No. TAPAA-TA18(923) Three Mile Creek: Section 6 North Project, 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: MAY 09 2023

City Clerk:

ALABAMA
DEPARTMENT OF TRANSPORTATION

SOUTHWEST REGION
OFFICE OF REGION ENGINEER
1701 I-65 WEST SERVICE ROAD NORTH
MOBILE, ALABAMA 36618-1109
TELEPHONE: (251) 470-8200
FAX: (251) 473-3624

Kay Ivey
GOVERNOR

John R. Cooper
TRANSPORTATION DIRECTOR

July 10, 2023



Bradley B. Lindsey, P.E.
Local Transportation Bureau Chief
1409 Coliseum Blvd.
Montgomery, AL 36110

Dear Sir:

RE: Project No. TAPAA-TA18(923)
Project Reference No. - 100068380
Three Mile Creek: Section 6 North Project
City of Mobile
Mobile County

Enclosed is the project supplemental agreement for the above referenced project. As requested by your office, the documents have been signed and sealed by the City of Mobile and the Region Engineer.

If further information is required, please advise us accordingly.

Sincerely,

Vincent E. Calametti, P.E.
Region Engineer

By: Dewayne A. Hood
Dewayne A. Hood
Transportation Administrator
Special Projects

VEC/TWG/dah
Attachment
c: File

ALABAMA DEPARTMENT OF TRANSPORTATION
LOCAL TRANSPORTATION BUREAU
ROUTING SLIP
Telephone: 334-242-6206
Fax: 334-353-6550

DATE: July 21, 2023

TO: Edward N. Austin, P.E.
Chief Engineer

FROM: Bradley B. Lindsey, P.E.
State Local Transportation Engineer

RE: **Construction Agreement**

ACTION TO BE TAKEN:

____Execute and Return
____Signature/Approval
____Approval & Forward for Director's Signature
____Approval & Forward for Chief Engineer's Signature

REMARKS: **SUPPLEMENTAL**

- Added MPO funds

RECEIVED
AUG 2023
Governor's Office

Construction Agreement: TAPAA-TA18(923) CN – 100068380
Trail located on the north side of Three Mile Creek from the University of South Alabama's Medical Center towards Strickland Youth Center in the **City of Mobile.**
L:18-03414.1

* **Please sign & return to Local Transportation (Attn: Aubrey Beasley)**

* **After the Governor's signature, please return to Local Transportation (Attn: Aubrey Beasley) for Distribution.**

Revised 7/22/2020 ab



THREE MILE CREEK GREENWAY TRAIL

PROJECT NO. TAPAA-TA18(923)

CITY OF MOBILE PROJECT NUMBER 2022-2045-02

BID DATE – January 04, 2023

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
City of Mobile Special Provisions #1 - #65

Articles of Agreement IX

Supplemental Specifications X
Alabama Department of Transportation Standard Specifications for Highway Construction Amendments
FHWA-1273 Federal-Aid Construction Contracts
18-LPA3 – General Provisions for Projects let by LPA (with prequalification)
18-LPA4 – Acceptance for Projects let by LPA
18-WR0049 – Davis-Bacon Wage Rates
18-0090 – Title VI Assurances
18-0091 – Non-Discrimination Statutes and Authorities
18-0097 – Equal Employment Opportunity
18-0487 – Disadvantaged Business Enterprise (DBE)

Technical Specifications XI

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

Project Addendums ..... Attachment F

RESTORE Direct Component (Bucket 1)

Construction Contract Attachments ..... Attachment G

ITEM I
ALDOT ADVERTISEMENT FOR BIDS

Sealed proposals (bids) 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, **January 4, 2023** and then publicly opened and read in the County Multi-Purpose Room, 1st Floor, for constructing:

Project No:	TAPAA-TA18(923) / COM 2022-2045-002
Project:	Three Mile Creek: Section 6 North Project
Project Description:	Construction of Trail

Plans and contract documents may be inspected from the City of Mobile Program and Project Management Department or inspected and/or obtained from the City's Design Firm (Dix.Hite+ Partners) upon payment. The 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 December 15, 2022.

A Mandatory Pre-Bid Conference will be held in the County Multi-Purpose Room, 1st Floor, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on December 6, 2022 at 10:00 A.M. (CST) 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.**

An optional site visit will occur immediately following the Pre-Bid Conference.

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

Bidders are advised to carefully and thoroughly review the bid documents for the specific federal provisions that must be met over the course of the Project. The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

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 $50,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

It is not required that a Contractor be licensed in order to submit a bid; however, prior to award of a contract, proper proof of all applicable licensures must be provided by the Contractor. Proof of insurance coverages of the types and amounts as set forth in the project specifications will be required of the Contractor, and any and all subcontractors, prior to beginning work. The Contractor will be required to perform work amounting to at least 50% of the total contract cost with his own organization.

Contractor prequalification is not required to bid on this project; however, the award of the contract will not be made to any bidder who, at the time of the award, is considered by the Alabama Department of Transportation (ALDOT) to be disqualified from bidding, nor to any bidder who is an affiliate of or has a corporate officer, director, or principal owner who is a corporate officer, director, or owner of, another person who is presently disqualified by ALDOT. Further details and definitions regarding this provision are included in Section 102 of the Special Provision 18-LPA3.

The City of Mobile reserves the right to reject any or 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 36633-1827; "Bid for completion of **THREE MILE CREEK GREENWAY TRAIL**, City of Mobile Project No. **2022-2045-02,** in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES NOVEMBER 13th, 20th AND 27th, 2022.

INVITATION FOR CONSTRUCTION BIDS (Treasury-Specific)

City of Mobile

(Owner/Sub-Recipient)

Separate Sealed Bids for the Construction of (detailed description):

Construction activities include all activities necessary to complete specific trail segment, including actual trail construction, sitework, bridge / pedestrian crossings, lighting, landscaping and trail amenities (water fountains, benches, and signage).

will be received by _____The City of Mobile_____ herein called the "Owner". sealed bids may be submitted at the office of the City Clerk, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama, 36602, until 2:30pm (CST) local time on January 4, 2023, after which time bids will be publicly opened and read aloud.

The PLANS, SPECIFICATIONS and CONTRACT DOCUMENTS may be examined and/or acquired at the following locations:

1. City of Mobile, Department of Program & Project Management, Government Plaza, 2nd Floor, 205 Government Street, Mobile, AL 36633
   (Owner)

2. Dix.Hite+Partners, 1109 22nd Street South, Birmingham, AL 35205
   (Owner's Consulting Engineer's Office)

The BID SCHEDULE may be examined at the following locations:

www.cityofmobile.org/bids/

or

Alabama Department of Economic and Community Affairs
Office of Minority Business Enterprise
401 Adams Avenue
Montgomery, AL 36104

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the United States Department of the Treasury ("Treasury") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act, 33 U. S. C. 1321(t), Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart D, all applicable terms and conditions in 2 C. F. R. Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable. Notwithstanding the above, neither ADCNR nor Treasury, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any contractor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee or servant of ADCNR or Treasury.

Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs.

All bidders must make positive efforts to use small and minority owned business and women business enterprises.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:
Forms furnished or copies thereof shall be used and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY:
The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:
Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:
The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:
Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:
The term Owner as used in this Proposal and its related and included documents shall be understood to mean the City of Mobile, which is Local Public Agency for this Project, except in those cases where it is clear that the term Owner is used in reference to a party other than the LPA.

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 $50,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside **"**Bid for completion of **Three Mile Creek: Section 6 North Project**, City of Mobile Project No. **2022-2045-02,** in the City of Mobile, Alabama**"**.

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the City 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:

It is not required that a Contractor be licensed in order to submit a bid; however, prior to award of a contract, proper proof of all applicable licensures must be provided by the Contractor. Proof of insurance coverages of the types and amounts as set forth in the project specifications will be required of the Contractor, and any and all subcontractors, prior to beginning work. The Contractor will be required to perform work amounting to at least 50% of the total contract cost with his own organization.

Contractor prequalification is not required to bid on this project; however, the award of the contract will not be made to any bidder who, at the time of the award, is considered by the ALDOT to be disqualified from bidding, nor to any bidder who is an affiliate of or has a corporate officer, director, or principal owner who is a corporate officer, director, or owner of, another person who is presently disqualified by ALDOT. Further details and definitions regarding this provision are included in Section 102 of the Special Provision 18-LPA3.

15. ISSUANCE OF PROPOSAL FORMS:

The City 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.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor,

with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) General: The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to 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 City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL (BID)

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date _____

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the CITY ENGINEER, as well as the premises

Project Name: THREE MILE CREEK SECTION 6 NORTH PROJECT
Project No: TAPAA-TA18(923)
Project Description: Construction of Trail
Major work items include: Multi-Use Paved Trail, Lighting, and Benches

The Bidder further agrees to construct the improvements in 120 working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Program and Project Management Department, P.O. Box 1827, Mobile, Alabama 36633 or 3MCTrail@cityofmobile.org . In order to receive consideration, the request must be received before 12:00 p.m. (CST) on December 15, 2022. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

BID ITEM NO.	2018 ALDOT SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
1	600A000	Mobilization and Demobilization	1	LS	130,255.00	One Hundred Thirty Thousand Two Hundred Fifty Five DOLLARS 00 CENTS	130,255.00
2	201B001	Selective Clearing & Grading (MAWSS trail areas)	1	LS	30,126.00	Thirty Thousand One Hundred Twenty Six	30,126.00
3	210A000	Unclassified Excavation	1,000	CY	32.00	Thirty Two Dollars Zero Cents	32,000.00
4	210D022	Borrow Fill (Truck Bed Measure)	500	CY	32.00	Thirty Two Dollars zero cents	16,000.00
5	301A020	Crushed Aggregate Base Course, Type B, Plant Mixed, 8" Compacted Thickness	3,300	SY	46.00	Forty Six Dollars zero cents	151,800.00
6	405A000	Tack Coat	3,300	SY	1.20	One Dollar & Twenty cents	3,960.00
7	424A360	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Max Aggregate Size Mix, ESAL Range C/D	182	TON	185.00	One Hundred Eighty Five Dollars zero cents	33,670.00
8	424B6551	Superpave Bituminous Concrete Upper Binder Layer, 1" Max Aggregate Size Mix, ESAL Range C/D	363	TON	165.00	One Hundred Sixty Five Dollars zero cents	59,895.00
9	629A007	Concrete Gutter (Type Special)	5,000	LF	30.00	Thirty Dollars zero cents	150,000.00
10	618A000	Concrete Sidewalk, 4" thick	900	SF	25.00	Twenty Five Dollars zero cents	22,500.00
11	623C001	Combination Curb and Gutter, Type L	29	LF	42.00	Forty Two Dollars zero cents	1,218.00
12	710A006	Aluminum Flat Sign Panels (Special) / Includes 2"x2" wide powder coated steel capped post	9	EA	381.00	Three Hundred Eighty One zero cents	3,429.00
13	701A012	Solid Yellow, Class A Traffic Stripe	2,447	LF	4.00	Four Dollars zero cents	9,788.00
14	787A000	Irrigation	1	LS	145,200.00	One Hundred Forty Five Thousand Two Hundred dollars zero cents	145,200.00
15	999X1	Tributary Crossing Bridge (60 LF)	1	EA	192,779.00	One Hundred Ninety Two Thousand Seven Hundred Seventy Nine Dollars zero cents	192,779.00
		Planting - Trees					
16	SP-1	Planting - Live Oak (seedling) 3.5" cal.	16	EA	877.00	Eight Hundred Seventy Seven Zero Cents	14,032.00
17	SP-2	Planting - Cabbage Palmetto, 14' clear trunk, 15" dia trunk, min. 5-7 fronds	6	EA	604.00	Six Hundred Four Dollars Zero Cents	3,624.00
18	SP-3	Planting - Bald Cypress, 3.5" cal	6	EA	755.00	Seven Hundred Fifty Five zero cents	4,530.00
		Planting - Shrubs					
19	SP-4	Planting - American Beautyberry (3 gal)	6	EA	51.00	Fifty One dollars zero cents	306.00
20	SP-5	Planting - Pink Muhly (3 gal)	38	EA	51.00	Fifty One Dollars zero cents	1,938.00
21	SP-6	Planting - Yew Pine (15 gal)	6	EA	175.00	One Hundred Seventy Five & zero cents	1,050.00
		Planting - Ground Covers					
22	SP-7	Planting - Native Seed Mix	23,834	SF	0.25	Zero Dollars Twenty Five cents	5,958.50
23	SP-8	Planting - Shredded Pine Bark Mulch	1,372	SF	3.00	Three Dollars zero cents	4,116.00
24	SP-9	Planting - Sod (Bermuda Grass)	23,405	SF	0.90	Zero Dollars Ninety Cents	21,064.50
25	SP-10	Furniture - Bench	5	EA	3,900.00	Three Thousand Nine Hundred zero cents	19,500.00
26	SP-11	Furniture - Backless Bench	1	EA	3,300.00	Three Thousand Three Hundred zero cents	3,300.00
27	SP-12	Furniture - Waste	5	EA	4,000.00	Four Thousand & zero cents	20,000.00
28	SP-13	Furniture - Bottle Filling Station (Turn-key item)	1	EA	14,350.00	Fourteen Thousand Three Hundred Fifty and zero cents	14,350.00
29	SP-14	Silt Fence	9,439	LF	4.60	Four dollars and Sixty cents	43,419.40
30	SP-15	Construction Exit Pad	5	EA	4,400.00	Four thousand Four Hundred dollars and zero cents	22,000.00
31	SP-16	Construction Washout	5	EA	2,700.00	Two Thousand seven Hundred dollars and zero cents	13,500.00
32	SP-17	Inlet Protection	6	EA	806.00	Eight Hundred Six dollars and zero cents	4,836.00
33	SP-18	Tree Protection	448	LF	7.00	Seven Dollars and zero cents	3,136.00
34	SP-19	Access Control - Retractable Bollard	8	EA	2,600.00	Two Thousand six Hundred dollars and zero cents	20,800.00
35	SP-20	Trail Lighting Installation - Includes concrete base	1	LS	187,000.00	One Hundred Eighty Seven Thousand Dollars Zero Cents	187,000.00
36	623C003	Combination Curb and Gutter, Type C (Modified)	190	LF	42.00	Forty Two Dollars zero cents	7,980.00
37	206C010	Concrete Driveway Removal	152	SQYD	25.00	Twenty Five Dollars zero cents	3,800.00
38	206D003	Curb and Gutter Removal	106	LF	21.00	Twenty One Dollars zero cents	2,226.00
					TOTAL BASE BID		1,405,086.40

JZM

JZM

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BID ITEM NO.	2018 ALDOT SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
		Alternates:					
A1.1		Alt 1: PermaTrak Boardwalk #1	Lump				
A1.2	710A006	Aluminum Flat Sign Panels (Special) / Includes 2"x2" wide powder coated steel capped post	2	EA	381.00	Three Hundred Eighty One Zero Cents	762.00
A1.3		Item removed from set					
A1.4	999X3	PermaTrak Boardwalk	1	LS	208,802.00	Two Hunde Eight Thousand Eight hundred two zero cents	208,802.00
A1.5	SP-21	Planting - Low Mow Seed Mix	22,177	SF	0.20	Zero Dollars Twenty cents	4,456.40
A1.6	SP-22	Planting - Shredded Pine Bark Mulch	1,701	SF	3.00	Three Dollars zero cents	5,103.00
A1.7	SP-23	Planting - Sod (Bermuda Grass)	23,388	SF	0.90	Zero Dollars Ninety cents	21,049.20
A1.8	SP-24	Furniture - Bench	2	EA	3,800.00	Three Thousand Eight hundred Dollars zero cents	7,600.00
A1.9	SP-25	Tree Protection	261	LF	8.00	Eight Dollars Zero Cents	2,088.00
A2.1		Alt 2: PermaTrak Boardwalk #2	Lump				
A2.2	710A006	Aluminum Flat Sign Panels (Special) / Includes 2"x2" wide powder coated steel capped post	2	EA	381.00	Three Hundred Eighty One Zero Cents	762.00
A2.3		Item removed from set					
A2.4	999X3	PermaTrak Boardwalk	1	LS	238,000.00	Two Hundred Thirty Eight thousand and zero cents	238,000.00
A2.5	SP-26	Furniture - Bench	2	EA	3,855.00	Three Thousand Eight hundred Fifty Five zero cents	7,710.00
A2.6	SP-27	Tree Protection	346	LF	8.00	Eight Dollars zero cents	2,968.00
		Alt 3: Alternate Curb and gutter removal and replacement					
A3.1	206D003	Alt. 3: Curb and gutter removal	1464	LF	18.00	Eighteen Dollars Zero Cents	26,352.00
A3.2	623C003	Alt. 3: Curb and gutter replacement	1323	LF	30.00	Thirty Dollars & Zero cents	39,690.00
		Alternate 4 -Alternate Plantings:					
		Shrubs					
A4.1	SP-28	Planting - American Beautyberry (3 gal)	27	EA	48.00	Forty Eight Dollars zero cents	1,296.00
A4.2	SP-29	Planting - Inkberry Holly (7 gal)	48	EA	96.00	Ninety Six Dollars Zero Cents	4,608.00
A4.3	SP-30	Planting - Pink Muhly (3 gal)	246	EA	50.00	Fifty Dollars zero cents	12,300.00
A4.4	SP-31	Planting - Yew Pine (15 gal)	8	EA	175.00	One Hundred seventy five and zero cents	1,400.00
A4.5	SP-32	Sod Deduct	-3020	SF	0.90	Zero Dollars Ninety cents	-2,718.00

Alt 1 Total: $249,839.60

Alt 2 Total: $249,240.00

Alt 3 Total: $66,042.00

Alt 4 Total: $16,886.00

Base Bid

Total (All items listed in Proposal) 1,405,086.40

Written in words One Million Four Hundred Five Thousand Eighty Six Dollars and Forty cents

Number of working days to complete 120

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder _____
(If a Corporation)

By _____
President

Business Address PO Box 1409 Theodore, AL 36590

_____
Secretary

Business Address _____

_____
Treasurer

Business Address _____

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered:

ATTEST: _____
Secretary

49555
State License Number

Corporate Seal

ADVERTISEMENT FOR BIDS

CITY OF MOBILE
Three Mile Creek: Section 6 North Project
City of Mobile Project No. 2022-2045-02

ADDENDUM #2

This addendum includes responses to contractor questions and modification to the contract documents. A total of 2 pages including the cover and 2 attachments are included.

Instructions: Please acknowledge receipt of this addendum by signing this form and including it in your submittal, or emailing it to emma.cochran@cityofmobile.org by 2:30pm on February 1, 2023.

Acknowledgement: I hereby acknowledge receipt of Addendum 2. I understand that failure to confirm the receipt of addenda may be cause for rejection of this submittal.

McElheaney Construction Company
Company

Authorized Signature

1/31/23
Date

Contractor Questions 1/30/23:

Question 1: For the PermaTrak alternates, are these going to be straight or will alternate 1 have the curve like shown at the beginning of the plans? It just looks like the detail in the back of the plans shows it straight and the front shows a curve.
Response: Alternate 1 will have a curve as shown on the plans. Updated details are provided in Attachment 1.

Question 2: Is the Concrete Transition from trail to bridge item referring to the PermaTrak Abutment or is this something completely different?
Response: This item applies to a detail that was removed from the plan set. Bidder may strike through item A1.3 and A2.3 on the bid form or utilize the amended bid form in Attachment 2.

THREE MILE CREEK GREENWAY

GENERAL NOTES

1. This structure has been designed in accordance with the project engineer's plan layout and guidelines. Suitability for access and intended usage shall be the responsibility of the owner.

2. Vehicular access larger than the design live load shall be limited by permanent physical means.

3. Prior to construction the contractor shall verify all elevations through the owner's representative.

4. Only PermaTrak North America may provide the precast structure shown on these plans.

5. The contractor shall coordinate this work with the contract documents prepared by others.

6. The contractor shall provide shop drawings for items to be furnished and installed by the contractor. See schedule on this page for items requiring shop drawings. Shop drawings must be prepared and sealed by a licensed professional engineer.

DESIGN DATA

1. Boardwalk shall be designed in accordance with the AASHTO LRFD bridge design specifications and the LRFD guide specification for the design of pedestrian bridges.

Design Live Load:
Pedestrian Loading - 90 psf Uniform
Vehicular Loading - None. Vehicular access shall be restricted by permanent, physical means.

2. Abutments and piers shall be designed for lateral earth pressure, live load surcharge and structure loads.

Applied Pier Loads:

Compression: 26.0 kips (service)
Lateral: 2 kips (service)

3. At the time these drawings were created, geotechnical information was unavailable for analysis of the substructure. PermaTrak is not responsible for the design of the helical piers. Helical pier design shall be provided by the contractor. This design shall provide computations that shall display that the helical piers will support the design loads noted above. The contractor shall verify the geotechnical site conditions are suitable for use of helical pile foundations prior to construction.

4. A hydraulic analysis, including scour evaluation has not been performed by PermaTrak. This scope is the responsibility of the contractor.

5. Railing design is not provided by PermaTrak. The design of the handrail and timber curb shall be provided by the contractor.

MATERIAL

1. All bolts, nuts, washers, and hardware shall be hot dipped galvanized after fabrication in accordance with ASTM A153.

PROJECT COMPONENTS

SUPPLIED BY PERMATRAK
PRECAST CONCRETE TREADS
PRECAST CONCRETE ABUTMENTS
PRECAST CONCRETE BEAMS
RUBBER LEVELING PADS
3/4" x 10" LONG COILED RODS WITH NUTS AND OVERSIZED WASHERS (ALL GALVANIZED) (CURB TO TREAD CONNECTION)
3/4" DIAMETER THREADED BARS WITH NUTS AND WASHERS (BEAM TO PIER CONNECTION)
CLIP ANGLES WITH 3/4" DIAMETER RODS, WASHERS AND NUTS (5x3x5/8x0'-4")
STABILIZER ANGLES WITH 3/4" DIAMETER RODS, WASHERS AND NUTS (6 x 6 x 3/6 x 4'-9")

FURNISHED AND INSTALLED BY CONTRACTOR
HILTI HY-200 EPOXY ADHESIVE (CLIP ANGLE ANCHORING SYSTEM CONNECTION)
RAILING AND CONNECTION HARDWARE (SHOP DRAWING REQUIRED)
S-SMS AND NON-SHRINK GROUT (LEVELING FOR PRECAST COMPONENTS)
HELICAL PIERS AND CONNECTION HARDWARE (SHOP DRAWING REQUIRED)
1/2" DIAMETER CARRIAGE BOLTS (TIMBER CURB TO TREAD CONNECTION)
SIMPSON STRONG TIE CP3046 (TIMBER CURB TO TREAD CONNECTION HARDWARE)
TIMBER CURBS (SHOP DRAWING REQUIRED)
PARK BENCHES (SHOP DRAWING REQUIRED)

THREE MILE CREEK BOARDWALKS: APPROXIMATE NUMBER OF COMPONENTS REQUIRED PER STRUCTURE*

STRUCTURE	TOTAL STRUCTURE LENGTH	# BEAMS	# HELICAL PIERS	# ABUTMENTS	# CLIP ANGLES
TREE ROOT CROSSING #1	89'-2 3/8" ±	13	16	2	36
TREE ROOT CROSSING #2	101'-5 7/8" ±	10	12	2	36

Patented Product: U.S. Patent #5,300,034 #5,303,382 #6,523,305 #6,836,926 #6,094,875

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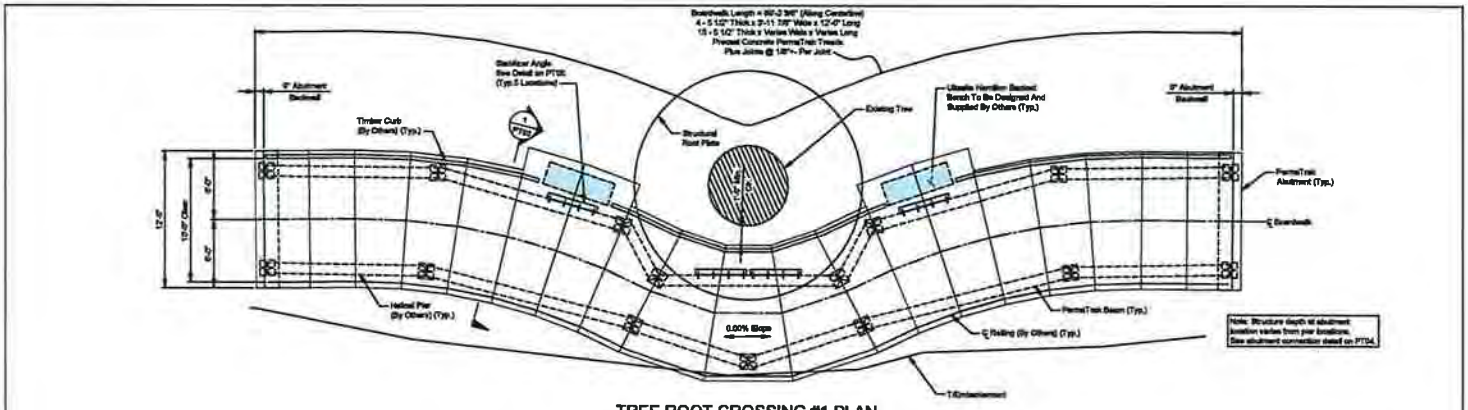
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PROJECT TITLE:
THREE MILE CREEK GREENWAY
MOBILE, ALABAMA

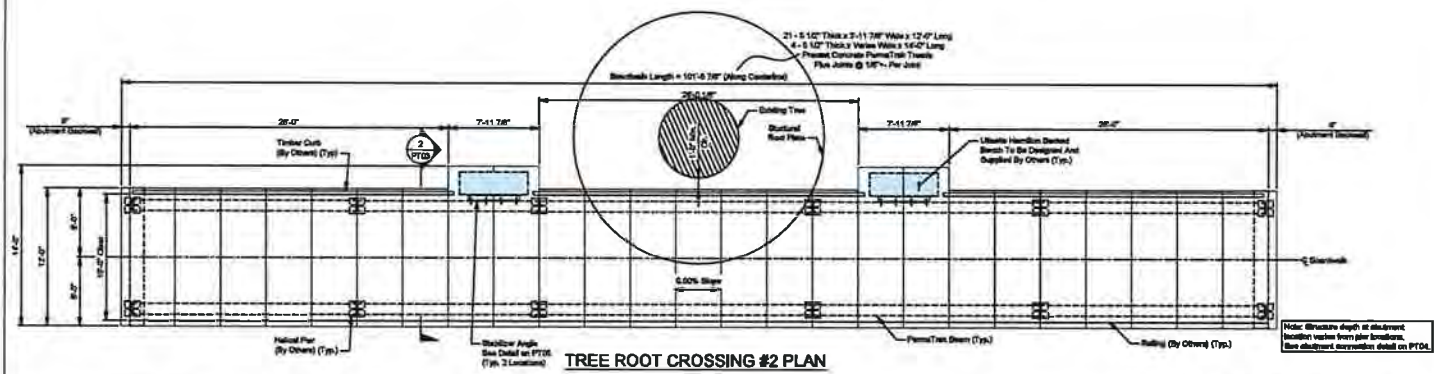
JOB NUMBER:	2018-1128
DATE:	11/02/2020
DESIGNED BY:	KAS
DRAWN BY:	MDH
CHECKED BY:	RPU
SHEET NO.	PT01

1.0.74.06.02.19:03.56.1



TREE ROOT CROSSING #1 PLAN

Scale = 1/4" = 1'-0"



TREE ROOT CROSSING #2 PLAN

Scale = 1/4" = 1'-0"

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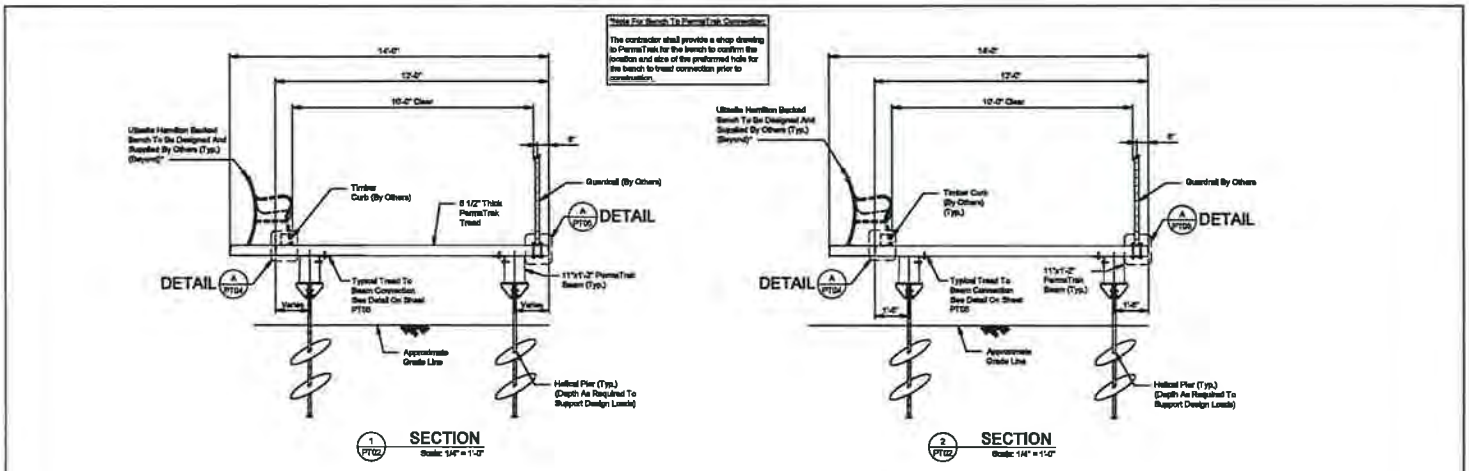
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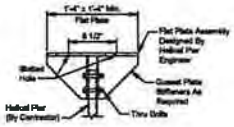
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MOBILE, ALABAMA

JOB NUMBER:	2019-1128
DATE:	11/02/2020
DESIGNED BY:	KAS
DRAWN BY:	MDH
CHECKED BY:	RPJ
SHEET NO.	PT02



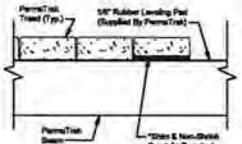
Helical Pier Notes:

1. Minimum Design Loads Are Given on PT01.
2. Flat Plate Assembly Shall Have (4) Slotted (4"x1") Holes For Beam Connection.
3. Depth Of Helical Pier To Be Designed By The Helical Pier Engineer.
4. Cross Bracing Of Helical Piers Shall Be Detailed And Designed By Helical Designer or Project Engineer.
6. For Additional Helical Pier Requirements See Bid Documents.



TYPICAL HELICAL PIER CAP DETAIL

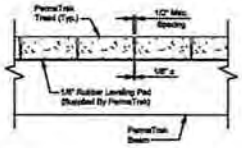
Scale: Not To Scale



Note:
Due to tolerances and variance in precast production and installation accuracy, shimming and grouting may be required. Where required the entire bearing area and void shall be shim and grouted with non-shrink grout.

TYPICAL SHIM/GROUT DETAIL

Scale: Not To Scale (UNDER TREAD)



TYPICAL TREAD SPACING DETAIL

Scale: Not To Scale

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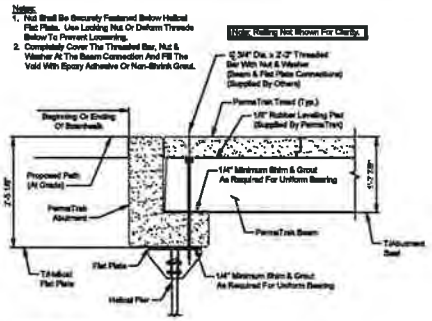
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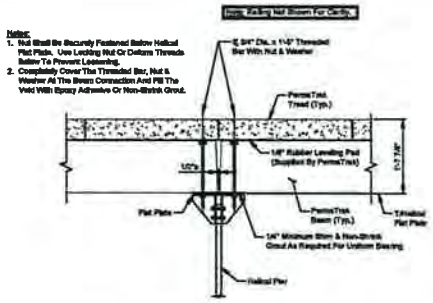
PROJECT TITLE:

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MOBILE, ALABAMA

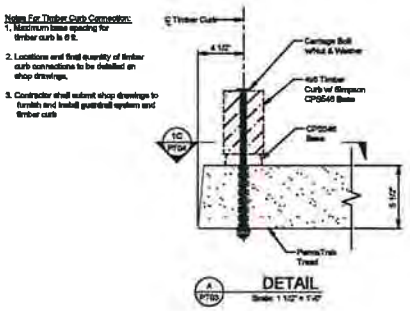
JOB NUMBER:	2018-1126
DATE:	11/02/2020
DESIGNED BY:	KAS
DRAWN BY:	MDH
CHECKED BY:	RPU
SHEET NO.	PT03

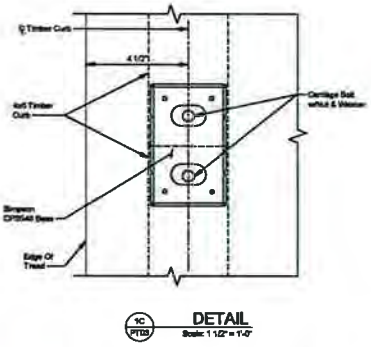


TREE ROOT CROSSING
PRECAST ABUTMENT w/HELICAL PIER DETAIL
Scale: 1" = 1'-0"



TREE ROOT CROSSING
TYPICAL PIER CONNECTION DETAIL
Scale: 1" = 1'-0"





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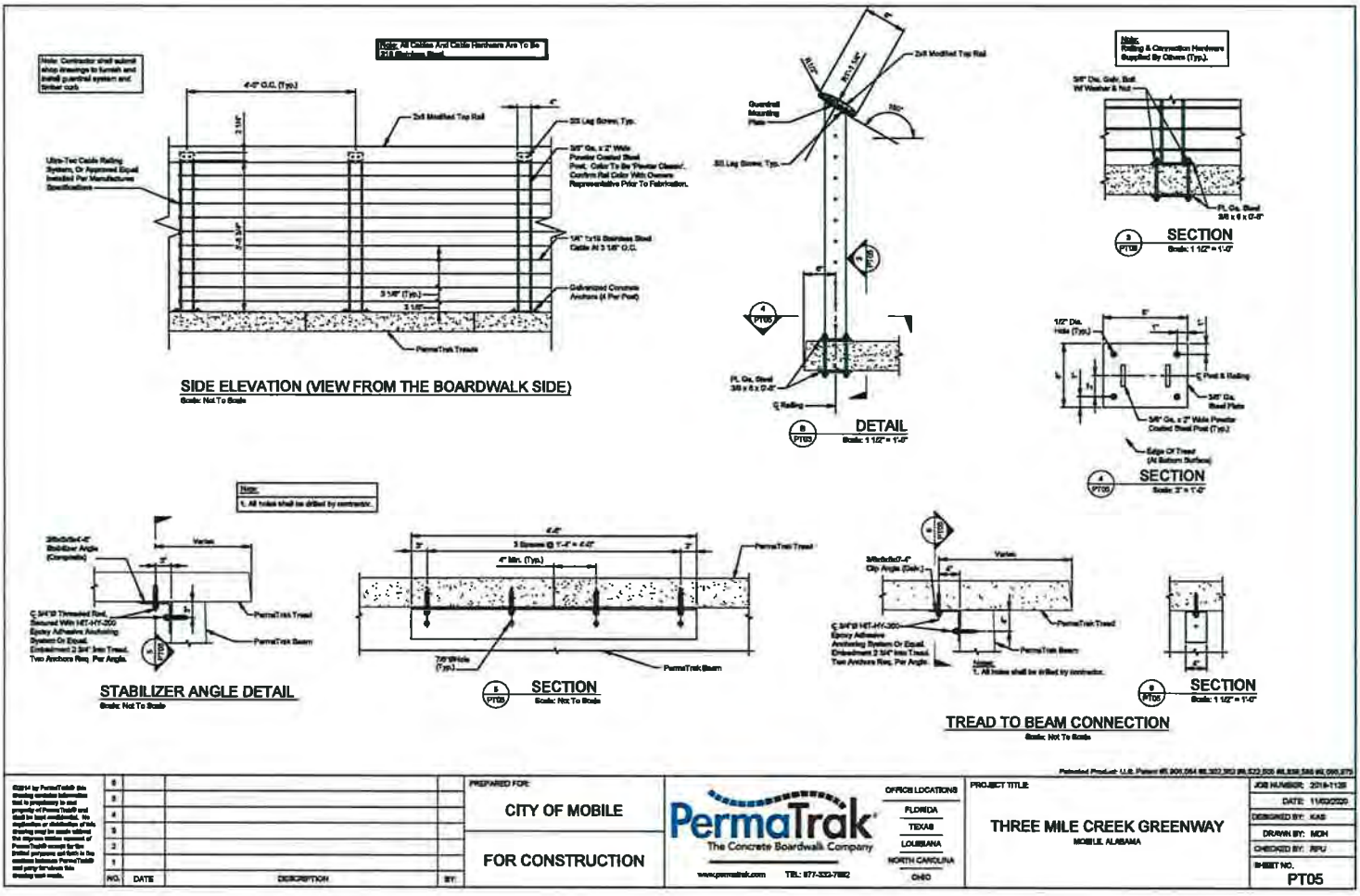
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THREE MILE CREEK GREENWAY
MOBILE, ALABAMA

JOB NUMBER: 2019-1129
DATE: 11/8/2020
DESIGNED BY: KAS
DRAWN BY: MDH
CHECKED BY: RPU
SHEET NO.
PT04


SIDE ELEVATION (VIEW FROM THE BOARDWALK SIDE)
DETAIL
SECTION
SECTION
STABILIZER ANGLE DETAIL
SECTION
TREAD TO BEAM CONNECTION
SECTION
PREPARED FOR:
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FOR CONSTRUCTION
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The Concrete Boardwalk Company
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PROJECT TITLE:
THREE MILE CREEK GREENWAY
MOBILE, ALABAMA
JOB NUMBER: 2019-1125
DATE: 11/02/2020
DESIGNED BY: KAS
DRAWN BY: MDH
CHECKED BY: RPU
SHEET NO.
PT05

HELICAL PIER/ANCHOR NOTES — V2.2 LAST MODIFIED MAY. 2020

1. Design and Performance Requirements

A. Helical piers shall be designed to support the specified compression and lateral load(s) as shown on the project plans. The overall length, helix configuration and minimum effective torsional resistance of a helical pier shall be such that the required geotechnical capacity is developed by the helix plate(s) in an appropriate bearing stratum(s).

B. All steel structure pier components shall be designed within the limits provided by the American Institute of Steel Construction (AISC), Either Allowable Stress Design (ASD) or Load and Resistance Factor Design (LRFD) are acceptable methods of analysis.

C. Except where noted otherwise on the project plans, all piers shall be installed to provide a minimum factor of safety against ultimate compression resistance of 2.0, a maximum axial deflection at design compression load of 0.5 inches, and must satisfy the deflection criteria as noted on the plans or drawings.

D. Except where noted otherwise on the project plans, each pier shall be designed to meet a minimum service life of 50 years.

E. The undersigned Design shall take into account earth pier spacing, soil classification, corrosion and strain compatibility known as are present for the project.

2. Qualifications of Installing Contractor and Designer

The installing contractor and pier designer shall submit to the owner or owner's representative a proposal including the following documentation. Work shall not begin until all the submittals have been received and approved by the owner. All costs associated with incomplete or unacceptable submittals shall be the responsibility of the installing contractor.

A. Evidence of installing contractor's competency in installation of helical piers shall be provided to the owner's satisfaction and may include any or all of the following:

1. Pier manufacturer's certificate of competency in installation of helical piers, or
2. A list of at least three projects completed within the previous three years wherein the installing contractor installed helical piers similar to those shown in the project plans, such list to include names and phone numbers of those project owner's representatives who can verify the installing contractor's participation in those projects, or
3. A letter from the pier manufacturer, distributor or manufacturer's representative expressing ability and intent to provide on-site supervision of the pier installation.

B. A listing of all safety violations logged against the installing contractor within the previous three years and the current status or final resolution thereof. Description of safety improvements instituted within the previous three years may also be submitted, at the installing contractor's discretion.

C. Evidence of pier designer's competence in the design of helical piers shall be provided to the owner's satisfaction and shall include all of the following:

1. Registration as a professional engineer or corresponding by the local jurisdictional authority.
2. A list of at least three projects completed within the previous three years wherein the pier designer designed helical piers similar to those shown in the project plans, such list to include names and phone numbers of those project owner's representatives who can verify the engineer's participation in those projects.
3. Recommendation from the pier manufacturer, distributor or manufacturer's representative.

3. Pre-Construction Submittals

A. Within two weeks of receiving the contract award, the installing contractor and/or pier designer shall submit the following helical pier design documentation:

1. Shop drawings submitted, including at minimum, the helical plate and specific helical pier cut sheet, which shall be signed and sealed by a structural engineer.
2. Certification from the pier designer that the proposed piers meet the requirements stated herein.
3. Qualifications of pier installer per sections 2A and 2B
4. Qualifications of pier designer per section 2C
5. Product designations for helix and extension sections and all ancillary products to be supplied at each helical pier location
6. Individual anchorage torsional loads
7. Individual anchorage pre-tensioning requirements (if any)
8. Manufacturer's published allowable system capacities for the pier assemblies, including load transfer devices
9. Calculated theoretical geotechnical capacity of piers
10. Minimum effective torsional resistance criteria
11. Maximum allowable installation torque of pier
12. Minimum embedment lengths and other site-specific embedment depth requirements that may be appropriate for the site soil profiles
13. Installation angle and location tolerance requirements
14. Copies of certified calibration reports for torque measuring equipment and load test measuring equipment to be used on the project. The calibration shall have been performed within one year of the proposed starting date for helical pile installation or as recommended by the equipment manufacturer based on the proposed starting date.

4. Placement Requirements

A. When helical pier placement is shown on the project plans, production piers shall be placed such that the anchor head is within 1 inch laterally and 1 inch longitudinally, and the pier shaft alignment is within 2 degrees of the installation angle, shown on the project plans.

B. When pier placement is not shown on the project plans, the placement, alignment and their respective tolerances shall be included as part of the design submittal.

5. Pier Installation

A. Helical pier installation shall only begin after review and approval of the submitted testing data.

B. Before entering the construction site to begin work, the installing contractor shall provide proof of insurance coverage as stated in the general specifications and/or contract.

C. Installing contractor shall furnish and install all helical piers per the project plans and approved anchorage design documentation. In the event of conflict between the project plans and the approved anchorage design documentation, the installing contractor shall not begin construction in any affected areas until such conflict has been resolved.

D. The installing contractor shall conduct his construction operations in a manner to ensure the safety of persons and property in the vicinity of the work. The installing contractor's personnel shall comply with safety procedures in accordance with OSHA standards and any established project safety plan.

E. The installing contractor shall request marking of underground utilities by an underground utility location service as required by law and shall avoid contact with all marked underground facilities.

F. The portion of the construction site occupied by the installing contractor, his equipment and his material stockpiles shall be kept reasonably clean and orderly.

G. Installation of helical piers may be observed by representatives of the owner for quality assurance purposes. The installing contractor shall give the owner's representative at least 24 hours prior notice of pier installation operations.

H. The helical pier installation technique shall be such that it is consistent with the geotechnical, logistical, environmental, and local recycling conditions of the project. The lead section shall be positioned at the locations as shown on the pier design drawings. The helical pier sections shall be engaged and advanced into the soil in a smooth, continuous manner at a rate of rotation of 5 to 25 rpms. Sufficient down pressure (crowd) shall be applied to uniformly advance the helical pier sections a distance approximately equal to the pitch of the helix plate (typically 3 inches) per revolution. The rate of rotation and magnitude of down pressure shall be adjusted for different soil conditions and depths. Excessive rotation shall be prevented to obtain the required minimum overall length and minimum effective torsional resistance as shown on the project plans.

6. Termination Criteria

The minimum overall length criteria and the minimum effective torsional resistance criteria as specified in the pre-construction submittals must be satisfied prior to terminating the pier installation. In the event any helical pier fails to meet these production quality control criteria, the following pre-qualified remedies may be authorized:

A. If the installation fails to meet the minimum effective torsional resistance criterion at the minimum embedment length:

1. Continue the installation to greater depths until the torsional resistance criterion is met, provided that, if a maximum length constraint is applicable, continued installation does not exceed said maximum length permitted, or
2. Demonstrate acceptable pier performance through proof testing, or
3. Replace the pier with one having a different helix configuration. The replacement pier must not exceed any applicable maximum embedment length and either (a) be embedded to a length that places its last helix at least three times its own diameter beyond the position of the first helix of the replaced pier and meet the minimum effective torsional resistance criterion, or (b) pass proof testing.

B. If the torsional resistance during installation reaches the helical pier's maximum allowable torque rating prior to satisfaction of the minimum embedment length criterion:

1. Terminate the installation at the depth obtained if allowed by the owner's representative, or
2. Replace the pier with one having a shaft with a higher torsional strength rating. This replacement pier must be installed to satisfy the minimum embedment length criterion. It must also be embedded to a length that places its last helix at least three times its own diameter beyond the position of the helix of the replaced pier without exceeding any applicable maximum embedment length requirements and it must meet the minimum effective torsional resistance criterion, or
3. Replace the pier with one having a different helix configuration. This replacement pier must be installed to satisfy the minimum embedment length criterion. It must also be embedded to a length that places its last helix at least three times its own diameter beyond the position of the first helix of the replaced pier without exceeding any applicable maximum embedment length requirements, and it must meet the minimum effective torsional resistance criterion, or
4. If allowed by the pier location tolerance or approved by the owner's representative, remove and reinstall the pier at a position at least three times the diameter of the largest helix away from the initial location. Original embedment length and torsional resistance criteria must be met. This pier repositioning may require the installation of additional helical piers with terminal loads adjusted for these spacing changes.

C. If the installation reaches a specified maximum embedment length without achieving the minimum effective torsional resistance criterion:

1. If allowed by the pier location tolerance or approved by the owner's representative, remove and reinstall the pier at a position at least three times the diameter of the largest helix away from the initial location. Original embedment length and torsional resistance criteria must be met. This pier repositioning may require the installation of additional helical piers with terminal loads adjusted for these spacing changes, or
2. Demonstrate acceptable pier performance through proof testing, or
3. De-rate the load capacity of the helical pier and install additional piers, as necessary. The de-rated capacity and additional pier location shall be subject to the approval of the owner's representative, or
4. Replace the pier with one having a different helix configuration. This replacement pier must be installed to satisfy the minimum embedment length criterion and it must meet the minimum effective torsional resistance criterion.

D. If a helical pier fails to meet acceptance criteria in a performance or proof test:

1. Install the pier to a greater depth and installation torque and re-test provided that, if a maximum embedment length constraint is applicable, continued installation will not exceed said maximum length constraint, or
2. Replace the pier with one having more and/or larger helix plates. It must be embedded to a length that places its last helix at least three times its own diameter beyond the position of the first helix of the replaced pier without exceeding any applicable maximum embedment length requirements. This replacement pier must be re-tested, or
3. If approved by the owner's representative, de-rate the load capacity of the helical pier and install additional piers. Additional piers must be installed at positions that are at least three times the diameter of the largest helix away from any other pier locations and are approved by the owner's representative. Piers installed in cohesive soils shall not be spaced closer than four helix diameters.

E. Proof testing to qualify a pier under any of the foregoing remedial actions shall not be used to satisfy proof testing frequency requirements shown in the project plans or the design documentation. If a helical pier fails a production quality control criterion for any other reason, any proposed remedy must be approved by the owner's representative prior to initiating its implementation at the project site.

7. Installation Record Submittals

A. The installing contractor shall provide the owner, or his authorized representative, copies of individual helical pier installation records within 24 hours after each installation is completed. Posted copies shall be submitted (within 3 days). These installation records shall include, but are not limited to, the following information:

1. Date and time of installation
2. Location of helical pier
3. Actual helical pier type and configuration
4. Reviewed
5. Total length of installed pier
6. Actual inclination of the pier
7. Actual effective torsional resistance
8. Calculated geotechnical capacity based on actual terminal resistance
9. Comments pertaining to interruptions, obstructions, or other relevant information

8. Pier Testing

Two load tests shall be performed in accordance with the latest version of ASTM D1143 and the following criteria:

A. Load tests shall be performed on two (2) helical piers after installation in accordance with the plans. The static load capacity test shall be conducted one at a time and shall consist of the following. An initial seat setting force of 3,000 lbs shall be applied to the helical pier or helical pile. Load increments of 10 to 25% of the design allowable load shall be subsequently applied with a sustained time interval between each increment, in accordance with ASTM D1143 quick load test method for individual piles, until the proof load specified on the plans is reached. After the final hold period, the ensuing pile load displacement shall be recorded. The test shall be deemed successful provided helical pier and helical pile maximum pile load displacement is less than one half (1/2) inch of the design load. In the event of an unsatisfactory test, the helical pier or helical pile shall be installed to additional length and torque until a successful proof load capacity test has been completed. Axial load shall be applied to the helical pier and helical pile during the proof load capacity test employing the load bracket assembly configuration. Through the duration of installation and testing, the horizontal movement of the structure to which the helical piers are attached shall be limited as set forth on the plans.

B. If pier testing is required, the installing contractor shall furnish all labor, equipment and pre-production helical pier geometry to accomplish the testing as shown in the approved pier design documentation. Installing contractor shall apply the specified loads for the specified durations and record the specified data, for the specified number of piers. No deviations from the test plan(s) will be allowed without explicit approval in writing from the owner's representative.

C. Installing contractor shall provide the owner, or owner's representative, copies of test field test data or reports within 24 hours after completion of each load test. Formal test reports shall be submitted within [3 days] following test completion. Formal test reports shall include, but are not limited to, the following information:

1. Name of project and installing contractor
2. Name of installing contractor's supervisor during installation
3. Name of third party test agency, if any
4. Pre-production or production test
5. Date, time, and duration of test
6. Unique identifier and location of helical pier tested
7. Type of test (performance of proof)
8. Description of calibrated testing equipment and test set-up
9. Actual helical pier type and configuration
10. Steps and duration of each load increment
11. Cumulative pier head movement at each load step

9. Cleanup

Within [1 week] of completion of the work, the installing contractor shall remove any and all material, equipment, tools, building materials, excess fluids, debris, or other items belonging to the installing contractor or used under the installing contractor's direction.

Patented ProductsA: U.S. Patent #6,808,084 #6,363,562 #6,122,500 #6,839,986 #6,006,475

NO.	DATE	DESCRIPTION	BY:
6			
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PREPARED FOR:

CITY OF MOBILE

FOR CONSTRUCTION

PermaTrak® The Concrete Boardwalk Company

www.permatrak.com TEL: 877-533-7862

OFFICE LOCATIONS: FLORIDA, TEXAS, LOUISIANA, NORTH CAROLINA, OHIO

PROJECT TITLE:

THREE MILE CREEK GREENWAY

MOBILE, ALABAMA

JOB NUMBER:	2018-1129
DATE:	11/02/2020
DESIGNED BY:	KAS
DRAWN BY:	MDH
CHECKED BY:	RPU
SHEET NO.	PT06

ELEVATED PRECAST CONCRETE BOARDWALK PROJECT SPECIFICATIONS

V4.0 UPDATED SEPTEMBER 2020

PRECAST CONCRETE BOARDWALK SYSTEM

PART 1-GENERAL

1.1 SUMMARY

A. These specifications are for a precast concrete boardwalk and shall be regarded as minimum standards for this project. These specifications are based upon products designed and supplied by:

PermaTrak North American LLC
Ph: (864) 354-4870
Fx: 877-453-7902
www.permatrak.com
Contact: Mr. John Pyle
jpyle@permatrak.com

This item shall also include the design, specification, and construction of a railing and foundation system that is attached to the proposed boardwalk system.

1.2 MINIMUM STANDARDS: The selected boardwalk shall have the following minimum characteristics:

A. The precast system shall be designed as a modular flexible system allowing a prescribed settlement at pier locations. Joints shall be designed for such movement to occur without damage to the structural integrity of the system.

B. Boardwalk system (beams, trends, and curbs if applicable) must be reinforced precast concrete. A material change, including cast-in-place concrete, is not considered an equal to the design shown on the bid documents.

C. Walking surface (trends) shall be made of reinforced precast concrete, and supported by reinforced precast concrete beams. Where applicable, edges of trends will receive precast concrete curbs.

D. Walking surface (finish) of top surface of trends shall have a fine/liner finish with one of PermaTrak's standard textures. Texture must be integral with the concrete and shall not be an applied post pour wearing surface.

E. Precast concrete trends shall be structural load bearing elements and shall interlock with one another via a "tongue and groove" connection.

F. All precast shall consist of integrally colored concrete in a color selected by the owner from one of PermaTrak's "standard colors".

G. DESIGN LOADS: Per FTG1 for pedestrian and vehicular design live loads.

H. Trends shall maintain a "boardwalk appearance", specifically meaning each trend shall have a width: length ratio ranging from a minimum of 3:1 to a maximum of 14:1. Width is defined as the trend dimension perpendicular to the general direction of travel. Length is defined as the trend dimension measured in the direction of travel.

I. Trend width shall be as noted on the contract drawings. Alignment should follow the horizontal and vertical alignment shown on the contract plans.

J. Connectors for curbs (if applicable) to trends shall not be visible to boardwalk users while viewed from the top of the walkway.

K. All trend-to-beam connectors shall be non-corrosive, and hidden from view. Metallic trend-to-beam connectors are not acceptable for this project.

L. Boardwalk supplier shall provide a field representative on site for a minimum of 2 days. Field representative shall be knowledgeable in the installation of precast concrete boardwalks.

1.3 QUALITY ASSURANCE

A. The contractor performing the installation of the pile foundations shall have installed piles of size and length similar to those shown on the plans for a minimum of three (3) years prior to the bid date for this project. The contractor shall submit a list containing at least three (3) projects completed in the last three (3) years on which the contractor has installed piles of a size and length similar to those shown on the plans. The list of projects shall contain names and phone numbers of owner's representatives who can verify the Contractor's participation on these projects.

B. Manufacturer Qualifications: Not less than 10 years experience in the actual production of precast products as described below

1. Components shall be factory fabricated and engineered by single entity. This entity shall be registered to do business in the State of the project location.
2. Boardwalk supplier (Precaster) for the boardwalk shall have in-house color mixing facilities for color pigmentation.
3. Boardwalk supplier (Precaster) shall have either a minimum experience of 5 years or 50 boardwalk projects in design, production, and field installation.
4. Boardwalk supplier (Precaster) must be certified by PCI or NPCA.
5. Precast components must be manufactured with the use of hot rolled steel skin in reinforced steel forms. Temporary (i.e., Timber) and/or single use forms are unacceptable unless approved in writing by the Boardwalk Engineer.

C. Acceptability Criteria for Trends and Curbs (if applicable): The finished visible (in the final installed position) surface shall have no obvious imperfections other than minimal color or texture variations from the approved samples or evidence of repairs when viewed in good typical daylight illumination with the unaided naked eye at a 20 ft. viewing distance. Appearance of the surface shall not be evaluated when light is illuminating the surface from an oblique angle as it tends to accentuate the minor surface irregularities. The following is a list of finish defects that shall be properly repaired, if obvious when viewed at a 20 ft. distance. Patching (by a trained skilled concrete repair person) is an acceptable repair method.

1. Ragged or irregular surfaces.
2. Excessive air voids (commonly called bug holes) larger than ¼ in. evident on the top surface of the trend or curbs (if applicable).
3. Adjacent flat and return surfaces with greater texture and/or color differences than the approved samples or mockups.
4. Casting and/or aggregate segregation lines evident from different concrete placement lifts and consolidation.
5. Visible mold joints or irregular surfaces.
6. Rust stains on exposed surfaces.
7. Units with excessive variations in texture and/or color from the approved samples, within the unit or compared with adjacent units.
8. Blocking stains evident on exposed surfaces.
9. Areas of backup concrete bleeding through the facing concrete.
10. Foreign material embedded in the surface.
11. Visible repairs at a 20 ft. viewing distance.
12. Reinforcement shadow lines.
13. Cracks visible at a 20 ft. viewings distance.

D. Install or Qualifications: Firm with 3 years experience in installation of systems similar in complexity to those required for this Project.

E. Mock-Up: Provide, if required by Architect/ Engineer, a mock-up for evaluation of the boardwalk showing the surface preparation techniques and application workmanship.

1. Finish areas designated by Architect / Engineer.
2. Do not proceed with remaining work until mock-up is accepted by Architect / Engineer.
3. Refinish mock-up area as required to produce acceptable work.

1.4 DESIGN

A. For applications requiring minimum disturbance due to tree roots or other existing objects specified by the Owner to be avoided during construction, the Boardwalk Manufacturer requires the Contractor or Engineer/Architect to provide a survey of the proposed boardwalk location identifying items of interest including tree roots that cannot be disturbed per the Owner.

B. The designer of the boardwalk, foundation and railing system shall be a qualified registered Professional Engineer licensed in the State of the project location and having a minimum of 20 years of experience in the design of concrete structures, foundation and railing systems.

C. The foundation design shown on the boardwalk drawings are based recommendations found in the geotechnical report entitled referenced on FT01 (if applicable).

D. DESIGN CRITERIA: The design of the boardwalk and railing system shall comply with the following guidelines:

1. AASHTO LRFD Guide Specifications for The Design of Pedestrian Bridges, 2nd Edition with 2015 Interim Revisions.
2. Latest Version of AASHTO LRFD Bridge Design Specifications for Highway Bridges.
3. Latest Version of American Concrete Institute - Building Code and Commentary
4. In addition to the dead loads of the system, the structure shall be designed for the live loads defined in Section 1.2 G above.

1.5 SUBMISSIONS: Prior to the start of fabrication or construction, the Contractor shall submit to the Engineer a design package, which shall include, but is not limited to, the following:

A. FOR APPROVAL SUBMISSION: Prior to the start of fabrication or construction, the Contractor shall submit to the Engineer a design package, which shall include but not limited to the following:

1. DETAILED PLANS:
   a. PLAN VIEW: Full plan view of the boardwalk, foundation and railing system drawn to scale. The plan view must reflect the proposed horizontal alignment as shown on the design plans.
   b. PARTIAL ELEVATION VIEW (IF REQUESTED): Full elevation view of the boardwalk, railing and foundation system drawn to scale which reflect the actual vertical alignment. Elevation views shall indicate the elevation at the top and bottom of the boardwalk and foundation system components.
   c. DETAILS: Details of all boardwalk and railing system components and their connections such as the length, size and where changes occur, connections, etc.
   d. CODE REFERENCE: Design parameters used along with AASHTO references.
2. CONSTRUCTION SPECIFICATIONS
   b. Construction methods specific to the boardwalk vendor chosen. Submittal requirements such as certifications, quality and acceptance/rejection criteria shall be included. Details on connection of boardwalk units and foundation system such that assurance of uniform load transfer shall be checked.

B. FINAL SUBMISSION: Once a boardwalk, foundation and railing system design has been reviewed and accepted by the Owner, the Contractor shall submit the final plans. The designer of the boardwalk, foundation and railing system is responsible for the review of any drawings prepared for fabrication. One set of all approved shop drawings shall be submitted to the Engineer's permanent records.

C. SUBMITTALS: Produce Data: Submit Manufacturer's technical product data for railing components and accessories.
Manufacturer to supply submittal drawings for approval to include the following:

3. Section-thru details.
4. Mounting methods.
5. Typical Elevations.
6. Key plan layout.

D. SHOP DRAWINGS: Shop drawings shall:
   a. Be stamped by a licensed Professional Engineer in the State of the project location.
   b. Show actual field conditions and true elevation and location supplied after field verification.
   c. Clearly detail reinforcement in beams, trends and curbs including clear dimension from concrete edge, size and amount of rebar.
   d. Clearly state concrete compressive strength, steel type and strength, and a listing of all component weights including lifting locations

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

B. Field Measurements: Where handrails and railings are indicated to fit to other construction, check actual dimensions of other construction by accurate field measurements before fabricating; show recorded measurements on final shop drawings:

1. Where field measurements cannot be made without delaying the railing fabrication and delivery, obtain guaranteed dimensions in writing by the Contractor and proceed with fabrication of products so as not to delay fabrication, delivery and installation.

C. Coordinate fabrication and delivery schedule of handrails with construction progress and sequence to avoid delay of railing installation.

   a. Air entrained composed of Portland cement, fine and coarse aggregates, admixtures and water. The air-entraining feature may be obtained by the use of either an air entraining Portland cement or an air entraining admixture. The entrained air-content shall be not less than four percent or more than seven percent.

1.7 WARRANTY:

A. Contractor will be responsible for installation defects associated with the boardwalk and abutment components, foundation system, and railings for a period of 12 calendar months from the date of final acceptance by the Owner.

B. Boardwalk manufacturer shall warranty all precast concrete components against defects in material and workmanship for a period of 10 years.

C. Railing manufacturer shall warranty the railing against defects in materials and workmanship for a period of 12 months.

1.8 MEASUREMENT AND PAYMENT

A. Precast concrete boardwalk, railings, and foundations shall be paid for at the contract lump sum price as listed in the bid proposal for "Precast Concrete Boardwalk". This price shall include all materials, equipment, labor and work necessary for and incidental to the design, construction, delivery, unloading, assembly, and placement of the boardwalk and foundation as shown in the contract plans including all railings on the superstructure.

PART 2-MATERIALS & TESTING

2.1 PRECAST CONCRETE: shall conform to the following

   a. The minimum compressive strength of the concrete shall be 4000 psi measured at 28 days
   b. All precast concrete shall contain structural steel reinforcement as designed by the Engineer of record.
   c. All precast concrete components shall be air entrained composed of Portland cement, fine and coarse aggregates, admixtures and water. The air-entraining feature may be obtained by the use of either an air entraining Portland cement or an air entraining admixture. The entrained air-content shall be not less than four percent or more than seven percent.
   d. All reinforcing steel shall be standard uncoated steel conforming to ASTM A615

PART 3 - EXECUTION

3.1 PRECAST CONCRETE BOARDWALK

A. Installation of the precast concrete boardwalk system and railings, if applicable, shall be performed in accordance to the approved plans and manufacturers installation instructions. Boardwalk manufacturer shall provide a field representative to review installation instructions with the Contractor and Engineer and to certify that the installation has been performed according to the approved drawings and manufacturer's instructions.

Patented Product: U.S. Patent #9,309,094 #9,303,343 #9,523,505 #9,856,598 #9,096,975

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NO.	DATE	DESCRIPTION	BY:
6			
5			
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3			
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1			

PREPARED FOR:

CITY OF MOBILE

FOR CONSTRUCTION

PermaTrak®
The Concrete Boardwalk Company
www.permatrak.com TEL: 877-333-7902

OFFICE LOCATIONS
FLORIDA
TEXAS
LOUISIANA
NORTH CAROLINA
OHIO

PROJECT TITLE:

THREE MILE CREEK GREENWAY
MOBILE, ALABAMA

JOB NUMBER:	2018-1138
DATE:	11/02/2020
DESIGNED BY:	KAS
DRAWN BY:	MDH
CHECKED BY:	RPU
SHEET NO.	PT07

ADVERTISEMENT FOR BIDS

CITY OF MOBILE
Three Mile Creek: Section 6 North Project
City of Mobile Project No. 2022-2045-02

ADDENDUM #1

This addendum includes responses to contractor questions and modification to the contract documents. A total of 4 pages including the cover and 4 attachments are included.

Instructions: Please acknowledge receipt of this addendum by signing this form and including it in your submittal on February 1, 2023.

Acknowledgement: I hereby acknowledge receipt of Addendum 1. I understand that failure to confirm the receipt of addenda may be cause for rejection of this submittal.

McElhenney Construction Company
Company

John P. Meek
Authorized Signature

1/31/23
Date

Contractor Questions 12/14/22:

Question 1: Are we tying the new asphalt trail directly into the existing concrete one?
Response: Refer to Sheet C2.02 Station 24+66.27 which shows the flush ribbon curb immediately adjacent to the existing trail to remain. Refer to sheet C1.02 for demolition and removal of a portion of the existing trail.

Question 2: Are the light poles going to be the same type as the ones that are already existing on the concrete trail?
Response: No. Addendum 1 includes information regarding the light poles and installation.

Question 3: Is there a bracket estimate for this job?
Response: No. A bracket estimate will not be provided.

Contractor Questions 12/20/22:

Question 1: Will the project be per ALDOT Specs or Specs in the back of the proposal? It seems to contradict itself.
Response: Refer to page 6 of the project manual for clarity of intent on specifications:

4. SPECIFICATIONS AND SCHEDULES:
The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

Technical Specifications shall be considered Supplemental Specifications. Technical Specifications have been reviewed by ALDOT. Technical specifications shall take precedent.

Question 2: Will the project be paid as unit prices or lump sum? It states in item 3 that it is a unit price bid but in the pre-bid sheet it states that it will be a lump sum project.
Response: Item III clarifies the intent of the bid to be unit price on the first page, paragraph 6. This takes precedent over the pre-bid meeting notes.

Question 3: Will contractor be responsible for testing per ALDOT Specs? Just making sure include enough testing since its subsidiary to the project.
Response: Refer to Item VIII Special Provisions, number 12.

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

Question 4: On the details for Asphalt Paving it looks as if Item 6 is the standard roadbed processing. Can we get a pay-item for this or shall it be subsidiary of the crushed aggregate?
Response: Refer to Item VIII Special Provisions, number 8.

8. **Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.**

Question 5: **The proposal list a "concrete gutter type special" in the base bid. Can we get a detail for this? The plans only have a ribbon curb and a 24" Curb and Gutter.**
Response: The Bid Item 623A007 is for the Flush Concrete Ribbon Curb as specified on sheet C5.00.

Question 6: Is there a Geotechnical Report for the project?
Response: **A copy of the geotechnical report has been made available for the Contractor's review as** attachment 4 to this addendum.

Modifications to the Contract Documents

1. Attachment 1 verifies that the installation of the solar light poles is in the proposed scope and includes the detail for direct burial pole installation. Only the installation of the poles, transport of the poles from City storage to the jobsite, and necessary materials required for installation should be included in the bid.

2. **All references to "DUNS" in the contract documents shall be replaced with UEI. Contractors** and subcontractors shall utilize the UEI form in attachment 2.

3. Attachment 3 contains an updated bid form with changes to bid the items listed below;
   Item 11 – Changed to Combination Curb and Gutter, Type L, quantity increased
   Item 36 – Added for required curb and gutter shown on the plans
   Item 37 – Added for concrete removal shown on the plans
   Item 38 – Added for curb and gutter removal shown on the plans
   Item A3.1 – **Quantity increased to reflect what's shown on the plans**
   Item A3.2 – **Quantity decreased to reflect what's shown on the plans**

4. Section 033 000 Cast In Place Concrete
   2.4.A.1 changed to the following:
   "Contractor shall submit mix designs in accordance with ALDOT Standard Specifications. The **City's testing agency will review and approve mix designs in accordance with ALDOT Standard** Specifications. The testing agency will sample concrete in accordance with ACI standards and deliver cylinders to ALDOT SW Region for evaluation."

5. Section 32 1313 Cast In Place Concrete
   1.5.F changed to the following:
   "Concrete Testing Service: Contractor shall submit mix designs in accordance with ALDOT **Standard Specifications. The City's testing ag**ency will review and approve mix designs in accordance with ALDOT Standard Specifications. The testing agency will sample concrete in accordance with ACI standards and deliver cylinders to ALDOT SW Region for evaluation."

6. Section 32 1313 Cast In Place Concrete
   1.5.G.1.b changed to the following:
   "Independent testing agency responsible for reviewing concrete design mixes."

7. The following ALDOT specification shall be referenced in both Sections 033000 and 0321313.
   450.03.H.8
   "Concrete Cylinders for **Testing Compressive Strength for Acceptance. The Department's** certified ALDOT Concrete Technician will make a minimum of one set of two 28 days concrete cylinders that will represent the lot. Concrete cylinders will be made in accordance with AASHTO T 23, **"Making and Curing Concrete Test Specimens in the Field". The compressive strength of concrete cylinders at 28 days will be determined in accordance with AASHTO T 22, "Compressive Strength of Cylindrical Concrete Specimens". The concrete cylinders shall be** initially cured in a protected environment in accordance with the requirements given AASHTO T 23. The protective environment shall be available at the time of the concrete placement and shall be maintained until all specimens have been transported to the testing laboratory. The Contractor shall furnish, without extra compensation, a protected environment for all concrete test specimens. The protective environment shall consist of at least one curing box (more may be required) with a capacity to hold at least 22 test cylinders that are 6 inch x 12 inch in size. Each curing box shall be equipped with heating/cooling capabilities, automatic temperature control, and a maximum/minimum (high/low) temperature readout. The protective environment shall be approved by the Area Materials Engineer prior to beginning any concrete placement."

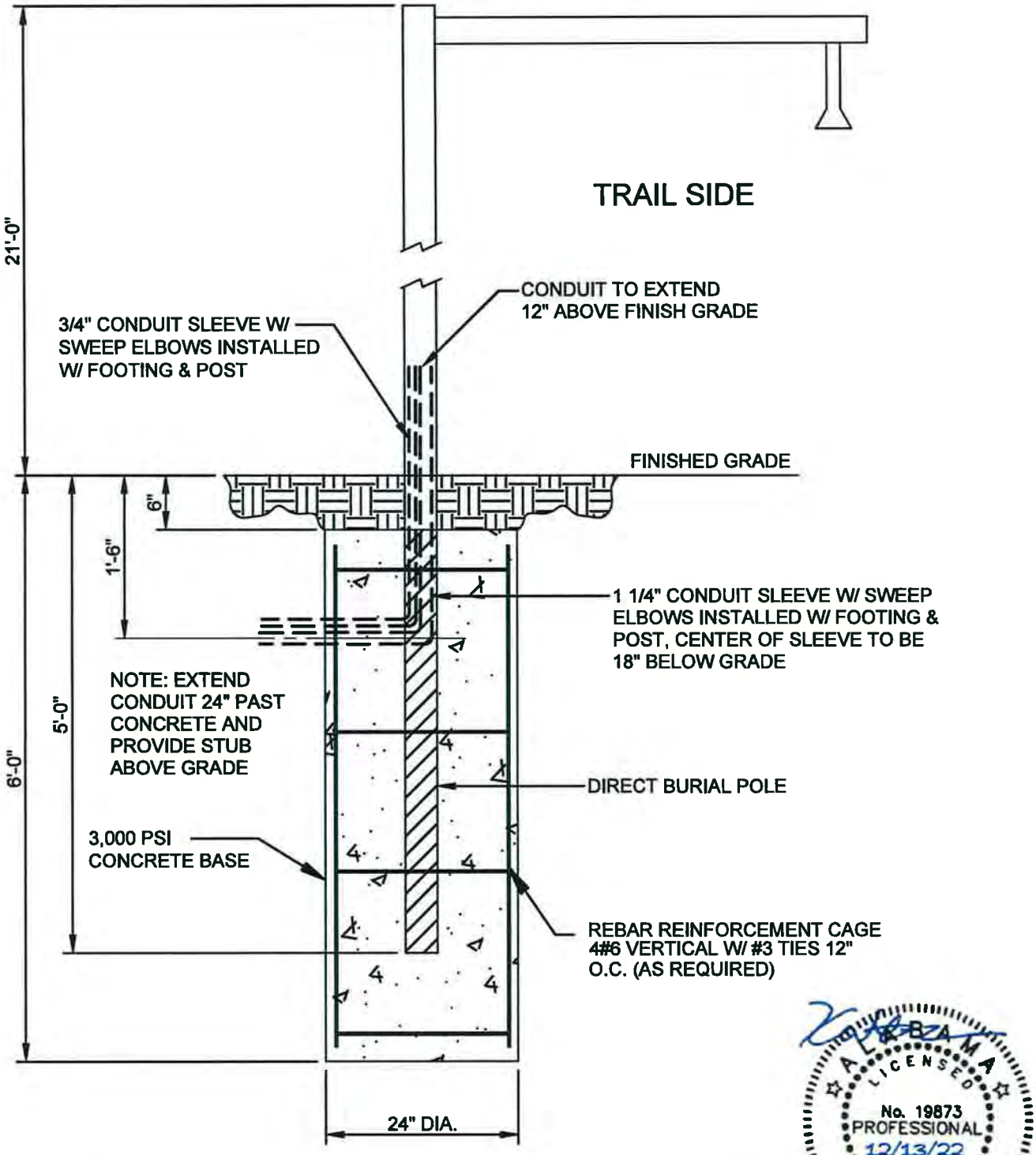
8. Section 26 2213 Low-Voltage Distribution Transformer
   3.4 B shall be deleted

9. Section 27 1523 Communications Optical Fiber Horizontal Cabling
   3.6 B Shall be deleted

SUBJECT THREE MILE CREEK LIGHT POLE DETAIL

MBA ENGINEERS, INC.
STRUCTURAL CIVIL GEOTECHNICAL

JOB NO. 18140 SHEET NO. SK1
BY KLO DATE 12/13/22
CHKD BY KLO DATE 12/13/22



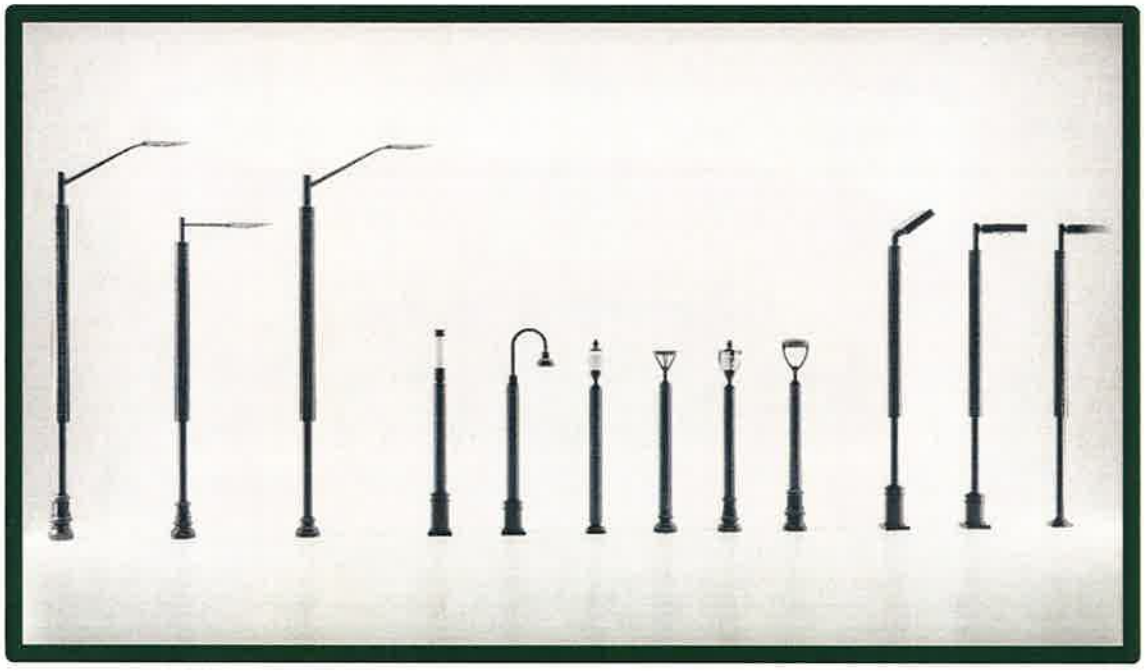
TYPICAL LIGHT POLE DETAIL

3/4" = 1'-0"

ALABAMA LICENSED No. 19873 PROFESSIONAL ENGINEER KEITH L OWENS 12/13/22

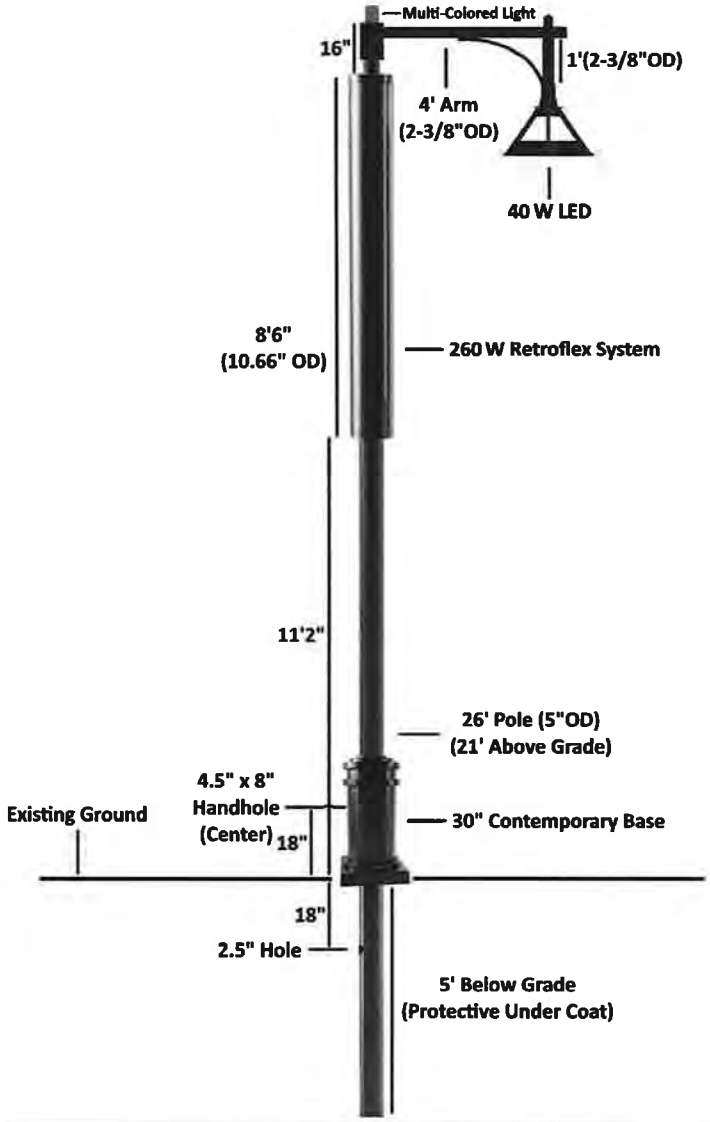
ClearWorld
Lighting the Way in Solar LED Technology

CLEARWORLD PRODUCT SPECIFICATION



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RW260 RETROFLEX SYSTEM

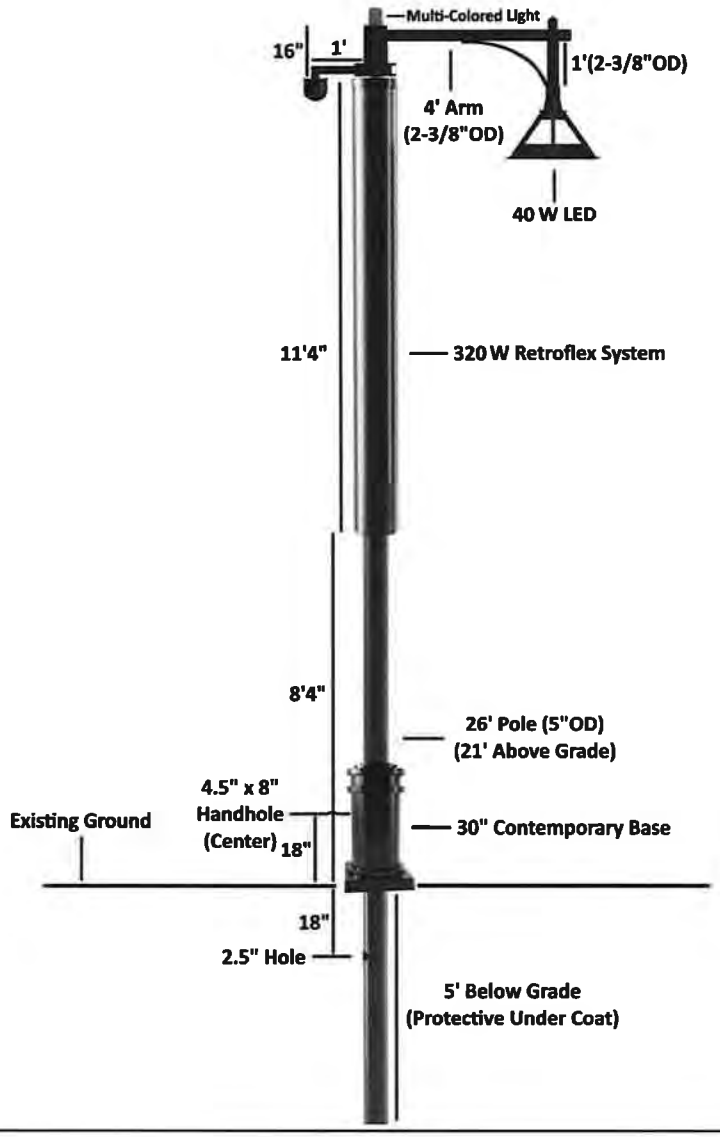


COMPONENT SPECIFICATIONS RW2602460

SOLAR ARRAY	260W (8'6" IN LENGTH) WITH ADJUSTABLE ALUMINUM ARRAY
LIGHTING	40W LED MOD BLOCK @ 162 LUMENS PER WATT, DIMMABLE
BATTERY	24V - 60AH LITHIUM ION 1.44KWH (12+ YEARS LIFE EXPECTANCY)
CONTROLLER	ELECTRONIC MPPT SOLAR CHARGE CONTROLLER / REGULATOR
LIGHTING CONTROLS	REMOTE/CLOUD MONITORING
EPA (SQFT)	7.55

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RW320 RETROFLEX SYSTEM

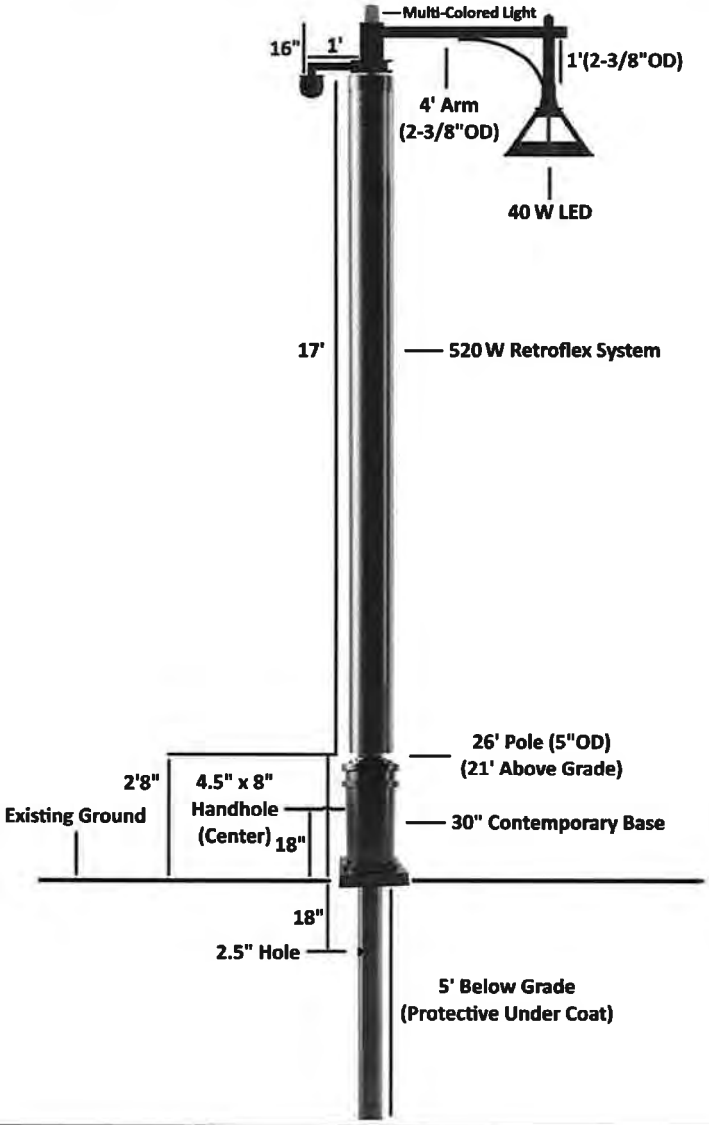


COMPONENT SPECIFICATIONS RW3202475

SOLAR ARRAY	320W (11'4" IN LENGTH) WITH ADJUSTABLE ALUMINUM ARRAY
LIGHTING	40W LED MOD BLOCK @ 162 LUMENS PER WATT, DIMMABLE
BATTERY	24V - 75AH LITHIUM ION 1.8KWH (12+ YEARS LIFE EXPECTANCY)
CONTROLLER	ELECTRONIC MPPT SOLAR CHARGE CONTROLLER / REGULATOR
LIGHTING CONTROLS	REMOTE/CLOUD MONITORING
EPA (SQFT)	10.06

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RW520 RETROFLEX SYSTEM



COMPONENT SPECIFICATIONS RW52024120

SOLAR ARRAY	520W (17' IN LENGTH) WITH ADJUSTABLE ALUMINUM ARRAY
LIGHTING	40W LED MOD BLOCK @ 162 LUMENS PER WATT, DIMMABLE
BATTERY	2 X 24V - 60AH LITHIUM ION 2.88KWH (12+ YEARS LIFE EXPECTANCY)
CONTROLLER	ELECTRONIC MPPT SOLAR CHARGE CONTROLLER / REGULATOR
LIGHTING CONTROLS	REMOTE/CLOUD MONITORING
EPA (SQFT)	17.42

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MOBILE
ALABAMA

CITY OF MOBILE

UNIQUE ENTITY IDENTIFIER (UEI) DOCUMENTATION AND VERIFICATION FORM

Name of Organization McElhenney Construction Company

UEI Number KY4UU6UM99D8

IF YOUR ORGANIZATION DOES NOT HAVE A UEI (FORMERLY DUNS) NUMBER, PLEASE READ THE INFORMATION BELOW AND CHECK THE BOX IF YOU INTEND TO OBTAIN ONE

Information about Your UEI Number and Instructions to Obtain Your UEI Number

The Federal Funding Accountability and Transparency Act (FFATA) requires all applicants seeking Federal sub-grants and/or sub-contracts to have a UEI number. Please refer to Title 2 of the Code of Federal Regulations Part 25.100 (2 CFR Part 25.100). The Federal government uses UEI numbers to better identify related organizations receiving funding under grants and cooperative agreements and to provide consistent name and address data for electronic grant application systems.

☐ **Obtain a UEI Number** – A UEI or Unique Entity Identifier Number is a unique, nonindicative 12-digit number issued and maintained by SAM.gov that verifies the existence of a business entity globally. After you receive a UEI Number, your business will be listed in the SAM.gov database.

1. **If you have already registered or are unsure,** log onto **https://sam.gov/search/?page=1&pageSize=25&sort=-ModifiedDate&sfm%5Bstatus%5D%5Bis_Active%5D=true** and enter your Business Name and click **SEARCH**. The site will display the results of your search and provide an option to send your UEI Number via email if you are registered.

2. **To obtain a UEI Number**, register by logging onto **https://sam.gov/content/home**. (If you visit a site that attempts to charge you for obtaining a UEI Number, you are at the wrong site because registering for a UEI Number is completely free and is usually created within one (1) business day.

FOR OFFICE OF GRANTS MANAGEMENT USE ONLY

UEI NUMBER VERIFIED YES ☐ NO ☐

Date: _____

Performed by: _____

Position Title: _____

Department: _____

Contract/Grant Number: _____

Federal Award Number: _____

Josh Meek

From: donotreply@sam.gov
Sent: Tuesday, December 6, 2022 2:57 PM
To: Josh Meek
Subject: SAM.gov | You have received a Unique Entity ID for MCELHENNEY CONSTRUCTION CO LLC

Joshua Meek,

You have successfully received a Unique Entity ID for:

MCELHENNEY CONSTRUCTION CO LLC
UNIQUE ENTITY ID: KY4UU6UM9928

You have been assigned the UEI Data Entry Role in the Entity Registration domain with this entity. You can use the Unique Entity ID to identify your entity to federal government agencies or to register your entity on SAM.gov

Your Unique Entity ID does not expire and does not need to be renewed. You can update your entity information by signing in to SAM.gov and going to your Entity Management Workspace.

If you have additional questions, please go to the Federal Service Desk.

Do not reply to this auto-generated email.

This email was sent from SAM.gov

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That McElhenney Construction Company, LLC
(Name of Contractor)
3835 Gordon John Drive, Mobile, Alabama 36693
(Address)
as Principal, and Western Surety Company
(Name of Surety)
151 N. Franklin Street, Chicago, IL 60606
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $50,000) 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 **THREE MILE CREEK SECTION 6 NORTH PROJECT, City of Mobile Project No. *2022-2045-02.***

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default. All bids and bid bonds will remain valid for a minimum of 90 days from date of bid.

Signed, Sealed and Delivered February 1, 2023 (Date)

McElhenney Construction Company, LLC
By: _____ (Contracting Firm)

Witness as to Principal By: _____ (SEAL)

Western Surety Company (Name of Surety)

COUNTERSIGNED: Renee Ellis, Attorney in Fact and Alabama Resident Agent

Alabama Resident Agent By _____

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr., David J Durden, Milton A Kopf III, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of February, 2023.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company McElhenney Your Bid/Proposal Amount $ 1,679,407.40 Date: 2/1/23

____/____/____ Description Three Mile Creek Greenway Trail

Name of Bidder/Proposer: McElhenney Construction Company

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
RJ Whisenant	205-487 175	Concrete Curb	132,665.00	7.9%	Yes	
Bagley & Russell	251.344 5987	Electrical Lighting	337,742.00	20%	No	
Miracle Landscape		Landscape	203,200.89	12%	No	
Renfroe Striping		Striping	10,841.00	.06%	No	
Contech Bridge		Material	130,000.00	7.7%	No	
Permatrack		Material	100,000.00	6%	No	
B & B Trucking		Trucking / Hauling	25,000.00	1.5%	Yes	
Ram Tool		Material	10,000.00	.6%	Yes	

McELHENNEY
CONSTRUCTION COMPANY LLC.

February 1, 2023

TAPAA-TA18(923)

To whom it may concern:

McElhenney Construction utilized the ALDOT list for DBE participation for project TAPAA-TA18(923). Several weeks prior to the bid date we had two qualified DBE contractors inform us they would bid on the project. Twenty-four hours prior to the bid date, one of these contractors decided not to bid on the project. The corresponding email is attached for reference.

Please let me know if you need any other information regarding this project.

Regards,
Josh Meek
Estimator
MCC

Josh Meek

From: Justin Woodall <justin@stoneelectric.com>
Sent: Tuesday, January 31, 2023 1:25 PM
To: Drew Windham
Cc: Josh Meek
Subject: RE: Addendum 1 - 3 Mile Creek Project

Drew,

Due to our current workload we will not be quoting this project. Thank you for the opportunity.

Regards,

Justin Woodall
SEC Stone Electric Co., Inc.
4624 5th Avenue South
Birmingham, AL 35222
(205) 592-6313
(205) 592-6315 Fax

From: Drew Windham <drew@mcelhenneyconst.com>
Sent: Wednesday, January 25, 2023 11:02 AM
To: justin@stoneelectric.com
Cc: Josh Meek <jmeek@mcelhenneyconst.com>
Subject: Addendum 1 - 3 Mile Creek Project

Justin,

Here is the first addendum for the job that we spoke about on the phone.

Thanks,

Drew Windham
McElhenney Construction Company, LLC
Office: 251-973-0030
Cell: 228-217-7761



AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of _____.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____ for _____that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said McElhenney is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 709831.

CEO of McElhenney Const.

Sworn to and subscribed before me this the 1st day of February, 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

Ellen Reese Coombs
Notary Public
Alabama State at Large
My Commission Expires 01/17/2024

E-Verify

Company ID Number: 709831

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 **McElhenney Construction Company, LLC** (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).

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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

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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.

Company ID Number: 709831

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

Company ID Number: 709831

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.

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

Company ID Number: 709831

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.

E-Verify

Company ID Number: 709831

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 **McElhenney Construction Company, LLC**	
Josh R McElhenney	
Name (Please Type or Print)	Title
Electronically Signed	**09/10/2013**
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	**09/10/2013**
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**McElhenney Construction Company, LLC**
Company Facility Address:	**3926 Harmony Ridge Circle East**
	Semmes, AL 36575
Company Alternate Address:	**PO Box 2548**
	Semmes, AL 36575
County or Parish:	**MOBILE**
Employer Identification Number:	**320414294**

Company ID Number: 709831

North American Industry Classification Systems Code:	237
Administrator:	
Number of Employees:	1 to 4
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Josh R McElhenney**	
Telephone Number:	**(251) 402 - 5794**	Fax Number:
E-mail Address:	**mcelhenneyj@gmail.com**	

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we McElhenney Construction Company, LLC

3835 Gordon John Drive, Mobile, AL 36693 as Principal and Western Surety Company

151 N. Franklin Street, Chicago, IL 60606 as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of One Million, Four Hundred Five Thousand, Eighty Six and 40/100 Dollars ($ 1,405,086.40) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20____ (hereinafter called the Contract) for Three Mile Creek, Section 6 North Project City of Mobile Project No. 2022-2045-02 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 14th day of April, 20 23.

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

_____

_____

McElhenney Construction Company, LLC
(Corporate Name)

BY: _____
(Signature)

ITS: President
(Title)

ATTEST: _____
(Signature)

ITS: P.M.

Western Surety Company
(Surety sign here)(Corporate name)

BY: _____
(Signature)

ITS: Billie Jo Sanders, Attorney-in-Fact
(Title)

ATTEST: _____
Connie Smith
(Signature)

ITS: Witness
(Title)

Corporate Seal

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we McElhenney Construction Company, LLC
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of One Million, Four Hundred Five Thousand, Eighty Six and 40/100 dollars ($ 1,405,086.40), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20__, entered into a Contract with the Owner for Three Mile Creek, Section 6 North Project City of Mobile Project No. 2022-2045-02 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 14th day of April
20 23 .

Individual Principals sign here

_____(SEAL)

_____(SEAL)

In the presence of: _____(SEAL)

_____

_____

McElhenney Construction Company, LLC
(Corporate Name)

BY: _____
(Signature)

ITS: President
(Title)

ATTEST:

_____
(Signature)

ITS: P.M.

Western Surety Company
(Surety sign here)(Corporate name)

BY: _____
(Signature) Billie Jo Sanders

ITS: Witness
(Title)

ATTEST:

_____
(Signature) Connie Smith

ITS: Witness
(Title)

Corporate Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Paul B Scott Jr., David J Durden, Renee Ellis, Milton A Kopf III, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 19th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of .

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

ITEM VII
INSURANCE

Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

   b. Employer's Liability with limits of not less than:

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

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

2. Comprehensive General Liability Insurance:

   a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

   b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

   c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

   a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

   b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

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

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

b. Additional Insured - All policies of insurance, except 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.

MCELCON-01 AFOSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/12/2023

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
PGIS, LLC dba Turner Insurance & Bonding Co.
PO Drawer 230789
Montgomery, AL 36123

CONTACT NAME: Abby Foster
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
INSURER B : Clear Blue Specialty Insurance Company	28860
INSURER C : Transguard Insurance Company of America	28886
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
McElhenney Construction Co., LLC
P.O. Box 1409
Theodore, AL 36590

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	GLO3538202-00	7/1/2022	7/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X X,C,U Included						MED EXP (Any one person)	$ 10,000
	X Contractual Liab Inc						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EBL Aggregate	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	BAP3538203-00	7/1/2022	7/1/2023	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						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	WCCN-CEL-0001796-01	7/1/2022	7/1/2023	AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A	X	WC3538201-00	7/1/2022	7/1/2023	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
C	Leased/Rented Equip			IMP 1000841-00	7/1/2022	7/1/2023	$2,500 Ded/Per Item	400,000
C	Sched. Equip.			IMP 1000841-00	7/1/2022	7/1/2023	$2,500 deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT NO. TAPAA-TA18(923) CITY OF MOBILE PROJECT NUMBER 2022-2045-02

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability, Automobile Liability, and Umbrella Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

City of Mobile
Room 5408
205 Government Street
Mobile, AL 36644

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 Durden

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ITEM VIII
SPECIAL PROVISIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended by the addition of the following City of Mobile Special Provision Sections:

1. Subletting or Assigning of Contract:

   (a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

   (b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

   (a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.
   (b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.
   (c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction,

2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor’s responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor’s responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation and all required materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until the project is complete and any other incidentals necessary to complete the job, shall be subsidiary of Item No. 600A, Mobilization. The contractor shall restore all existing traffic mechanisms to original condition.

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

    The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

32. The contractor shall take whatever steps are necessary to insure that dust is controlled during operations.

33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in

place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor’s expense.

42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor’s negligence shall be repaired at the Contractor’s expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor’s expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. There shall be **NO** adjustment to fuel or asphalt index for this project.

45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.

46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

    Any fines, penalties, or judgments 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.

49. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.

50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

51. Workmen shall wear reflectorized vests, shirts or jackets.

52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.

54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.

56. On some streets, a "ski pole" will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.

57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.

58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.

59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.

61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.

62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.

64. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.

65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA
COUNTY OF MOBILE
CITY OF MOBILE

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 2023____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and McElhenney Construction Company, LLC, party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: THREE MILE CREEK: SECTION 6 NORTH PROJECT
Project No: TAPAA-TA18(923)
Project Description: Construction of Trail
Major work items include: Multi-Use Paved Trail, Lighting, and Benches

City of Mobile Project Number **2022-2045-02,** all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total **$ 1,405,086.40)** In strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

ALDOT:
(2) Wherever the word "ALDOT" is used, it shall refer to the Alabama Department of Transportation.

CITY:
(3) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:
(4) 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:
(5) 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:

(6) 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 bid opening to be considered a valid bidder for this project.

CITY ENGINEER:

(7) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(8) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is LBYD ENGINEERS.

LOCAL PUBLIC AGENCY (LPA):

(9) Whenever the acronym "LPA" is used, it shall refer to the City of Mobile, who is the Local Public Agency

AUTHORITY OF THE CITY ENGINEER:

(10) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(11) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(12) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(13) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(14) 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:

(15) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(16) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(17) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(18) Should the CITY ENGINEER 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 CITY ENGINEER shall determine the value of the work to be added or omitted; thereafter, such value to be added to or to be deducted from the contract price as the case may be pursuant to a Change Order duly considered and authorized by the CITY COUNCIL.

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 CITY COUNCIL on application of the CITY ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

INDEMNIFICATION:

(19) 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:

(20) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(21) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(22) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(23) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and

collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(24) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(25) 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:

(26) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.

- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(27) 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.

EQUAL EMPLOYMENT:

(28) During the performance of this contractor the CONTRACTOR agrees as follows:

- 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.
- 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.

- 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.
- 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.
- 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.

PROHIBITION OF BOYCOTTING:

(29) 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.

NONDISCRIMINATION CLAUSE:

(28) Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these present have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY _____ date ___/___/___
William S. Stimpson
ITS Mayor

ATTEST: _____
City Clerk

McElhenney Contruction Company, LLC
COMPANY

BY _____ date 4/19/23
Josh McElhenney
As Its: President

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that Josh M'Elhenney whose name as President is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 19th day of April, 2023.

Notary Public

My Commission Expires: 01/17/24

Ellen Reese Coombs
Notary Public
Alabama State at Large
My Commission Expires 01/17/2024

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to insure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

    b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

    Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

    Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

    No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a);* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

   Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

   The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

   No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210-E *BORROW EXCAVATION STRUCTURE*, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

   Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

5. ITEM 429-A277 *IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER PATCHING, 3/8" MAXIMUM AGGREGATE SIZE MIX. ESAL RANGE E (INCL. TACK COAT)* (ALDOT Standard Specifications for Highway Construction, 2018 Edition):

   429.A277.01

   Description
   This section shall consist of a hot bituminous plant mixed pavement layer placed on a prepared surface in accordance with the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction 2006 edition. General requirements for all bituminous concrete pavements in section 410 are applicable to this section. QC/QA from section 106 applies to this section as well. This section shall include the surface preparation and use of tack coat as found in section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

   429.A277.02

   Materials
   Materials shall conform to Section 410 and section 429.02 Materials of the 2006 ALDOT Standard Specifications for Highway Construction. Tack Coat Material shall conform to section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

   429.A277.03

Basis of Payment
Improved Bituminous Concrete Wearing Surface Layer, will be paid for at the contract unit price, including the placement of tack coat, bid in accordance with Article 410.09 Payments shall be made per ton of completed in place Bituminous Concrete Wearing Surface Layer, Patching as prescribed in the 2006 ALDOT Standard Specifications for Highway Construction.

6. ITEM 618-D *HANDICAP RAMPS* (TYPE(S) A, B, C, D, E):

618.D.01

Description
This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

618.D.02

Materials
Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment
Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

7. ITEM 618-E *REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS*:

618.E.1

Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials
Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall

have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

618.E.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes require cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

8. SECTION 650, PAY ITEM 650-A *TOPSOIL*: SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

9. ITEM 654-A *SOLID SODDING*:

654.A.1

Description
This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment
Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

10. ITEM 659-A EROSION CONTROL NETTING

Description
This pay item shall include the furnishing, laying, and maintaining an approved protective netting material over seeded, sprigged or sodded areas as directed by the Engineer. The Contractor may select North American Green S150 Erosion Control Blanket or an equivalent.

11. ITEM 690-A *PROJECT SIGN -PORTABLE:*

690.A.01

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. Project signs shall be portable and moved from location to location as work progresses. Only one sign will be required per construction site. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

690.A.02

Basis of Payment
Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, for moving to each location, preparation, placing, and maintenance of the signs and for all labor, equipment, tools and incidentals necessary to complete this item;

12. ITEM 690-B *PORTABLE TOILETS - WEEKS*:

690.B.01

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, portable toilets for the duration of the project. The Contractor, or his Subcontractors, shall provide for regularly scheduled maintenance and each unit shall be in good working order when work crews are present.

690.B.02

Basis of Payment
Payment will be based on the respective unit bid price for portable toilets, Item 690-B, complete-in- place, per toilet, per week, which shall be payment in full for furnishing the individual toilet units, for hauling, preparation, placing, and maintenance of the toilet units and for all labor, equipment, tools and incidentals necessary to complete this item.

13. ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description
This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including sign post and portable supports as necessary.

740 A.2

Materials
All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: March 06, 2018 Special Provision No. 18-LPA3

EFFECTIVE DATE: March 12, 2018

SUBJECT: General Provisions for Projects let by LPA (with prequalification)

Alabama Standard Specifications, 2018 Edition, shall be amended by the modification of SECTIONS 101, 102, 103, 107, 109 and 110 as follows:

SECTION 101
DEFINITION OF TERMS

101.01 Definitions

This Article (101.01) shall be amended to include the following Subarticle:

(d) LOCAL PUBLIC AGENCY

This project is being advertised, let to contract, and administered by a Local Public Agency (henceforth referred to as LPA). The LPA is the awarding authority for the contract. The work shall be under the supervision of the LPA, but subject to the inspection and approval of the proper officials of the Alabama Department of Transportation (ALDOT). Such inspection shall in no sense make ALDOT a party to this contract and will in no way interfere with the rights of the Contractor or the LPA.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT, the "State", the "Department" or "Highway Department", etc. shall be understood to mean the LPA for this project, except in any references made to ALDOT qualification procedures (including prequalification, disqualification, requalification), or to the LPA consulting or interacting with ALDOT, etc. All references made in the standard specifications and in other related and included documents of this proposal, to any of the representatives, employees, officials, bureaus, committees, laboratories and other facilities, physical address and contact information, etc. of ALDOT, the "State", the "Department" or "Highway Department", etc. shall be understood to mean the appropriate and applicable ALDOT or non-ALDOT person(s), parties, facilities, physical address and contact information, etc. as determined (in consultation with ALDOT personnel) and designated by the LPA for this project.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT or State of Alabama Highway Department manuals, lists, forms, procedures, and other TECHNICAL publications and documents (including electronic and websites), shall remain intact and in full effect for this project unless otherwise indicated in the plans and proposal.

The term "owner", as used in this proposal and its related and included documents, shall be understood to mean the LPA for this project, except in those cases where it is clear that the term "owner" is used in reference to a party other than the LPA.

SECTION 102
PROPOSAL REQUIREMENTS AND CONDITIONS

102.02 Qualification of Bidders.

This Article shall be amended by deleting Article 102.02(a) as written and the following substituted in lieu thereof:

(a) PREQUALIFICATION.

Consultants/contractors must be prequalified by ALDOT for project awards in excess of $1,000,000. Project awards less than $1,000,000.00 will not require ALDOT prequalification. For project awards in excess of $1,000,000.00, proposal forms will only be issed to prospective bidders who have qualified with the Alabama Department of Transportation and have a valid ALDOT certification of qualification. Said certification shall be the same as that which would, by State law, be required prior to bid if the project were being let to contract by ALDOT. The contract will not be awarded to a bidder who does not have such a certification in effect with ALDOT at the time of the award, even if a proposal form was issued to that bidder. All applicants for qualification shall submit to ALDOT's Office Engineer Bureau, under Oath, a complete confidential statement, equipment questionnaire, and experience questionnaire on forms that will be furnished by ALDOT upon request. To ensure sufficient time for consideration, the applicant shall properly complete and submit the forms at least 14 calendar days prior to the date of opening bids on which the applicant desires to submit proposals. Forms received at a later date, so long as they are received prior to the date and time set for the opening of the bids, will be considered whenever practicable.

If the applicant is a corporation organized in a State other than Alabama, it shall furnish a certificate from the Secretary of State showing that it is qualified to transact business in Alabama. A corporation from another State can be issued a certificate valid for award of contracts only on projects involving Federal participation, without the certificate from the Secretary of State.

A prospective bidder will not be prequalified who has a corporate officer, director, or principal owner who is a corporate officer, director, or owner of another person which is presently disqualified by ALDOT. A prospective bidder will also not be prequalified who is an affiliate of a person that is presently disqualified by ALDOT.

For the purposes of this Section, the following definitions shall apply:

- an affiliate shall be defined as any person that controls, is controlled by, or is under common control with another person.
- a person shall be defined as an individual, a corporation, a partnership, an association, a joint stock company, a trust, or any unincorporated organization.
- control shall be defined as the ownership, directly or indirectly, of 10% or more of the voting securities of a person or if the person is not a corporation, an ownership interest, directly or indirectly of 10% or more of the person.

This Article shall be further amended by deleting the first sentence of ***Subarticle (b) through the colon (":") as written an****d the following substituted in lieu thereof:*

(b) DISQUALIFICATION.

ALDOT will have the right to disqualify a prospective bidder and prohibit the issuance of a proposal and/or award of a contract to that bidder, the LPA will have the right to refuse to award a contract to a bidder (even if a proposal form was issued to the bidder), and ALDOT and the LPA may each elect to consider a contractor to be disqualified from bidding on this or any

future contracts with their respective agencies, for any of the following reasons related to this or any other projects with ALDOT or this LPA:

102.03 Contents of Proposal Form.

This Article shall be amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) ADDENDA.

Minor changes, corrections, additions, and deletions to the proposal package may be put into effect by the LPA, in the form of Addenda. Prospective bidders to whom bid documents have been distributed prior to the release of respective Addenda will be notified of the Addenda by documented hand-delivery, certified or express type mail, facsimile, telegram, or other electronic media. Bidders shall acknowledge receipt of all Addenda, in writing, in the space so designated in the proposal.

102.06 Preparation of Proposal.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) PROPOSAL FORM.

The bidder's proposal must be submitted on the complete original proposal form furnished him by the LPA. Proposal forms are numbered serially and are not transferable. Unless otherwise provided in the proposal, joint venturers may submit a proposal for a joint venture of qualified bidders on a proposal form issued to one of them, provided each venturer has taken out a proposal and provided the proposal is signed by each co-venturer.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) DETAILS.

On the "CONTRACT SCHEDULE" included in the proposal form the bidder shall enter in figures a unit price and the extended amount bid (unit price X quantity) in the appropriate column for each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown. In all prices and amounts entered on the proposal form, the respective figures for dollars and cents shall be clearly separated by a single decimal. If the bidder desires to bid a fraction of a cent for the unit price, he can do so by entering up to four figures to the right of a decimal. On "lump sum" items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item "free", then he shall enter "0.00" in the unit price column (if applicable) and "0.00" in the amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form.

Except as provided for in the following paragraph, where the "CONTRACT SCHEDULE" included in the proposal form lists alternate designs or packages (designated as "Alternates"), the bidder shall enter prices on Alternate-related items only for the Alternate which will be most economical for him to construct. All items not designated for a specific Alternate are common items for all Alternates. The bidder shall enter prices for all such common items, as well as for any items relating to the specific Alternate being bid. In the event that the bidder enters prices

for more than one of the listed Alternates (except as provided for in the paragraph below), then the bid shall be considered to be based upon the lowest-priced Alternate.

If the CONTRACT SCHEDULE lists any Alternates as "Cumulative Alternates", then each Cumulative Alternate represents items which the owner may choose to include in the contract in addition to the items included in the "Base Bid". Prior to the award of the contract, the selection of any Cumulative Alternates to be included in the contract will be made by the LPA. The selection of Cumulative Alternates (or "Base Bid" with no Cumulative Alternates) will be made cumulatively in the order that they appear on the proposal form, from Base Bid to last Cumulative Alternate, skipping no Cumulative Alternates between the Base Bid and the last chosen Cumulative Alternate. The bidder shall enter prices on ALL Cumulative Alternates. Cumulative Alternates must be bid as a positive or zero ("$0.00") amount. No deductive Cumulative Alternates will be considered. If a negative amount is entered for a Cumulative Alternate, it will be considered as a zero additive. The low bidder and contract amount will be determined based upon the total amount bid for the Base Bid plus the additive amounts bid for any selected Cumulative Alternates.

If any item on the proposal form permits a choice between alternate specified types of materials, the bidder shall indicate by a check mark the type of material he proposes to use. If more than one type or none is checked, then the owner will make the selection. Permitted choices between alternate types of materials represent an option made available to the bidder for his convenience and economy in bidding a required item, and are not to be confused with formally designated "Alternates" or "Cumulative Alternates", as discussed in the preceding two paragraphs.

All figures shall be legibly shown in ink or typed. Any interlineation, erasure, or other alteration of a figure shall be initialed by the signer of the proposal. The LPA will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price.

A pay item may be shown with a maximum allowable amount for the bid. The bidder shall enter an amount for the bid that is equal or less than the maximum allowable amount. If the bid entered is greater than the maximum allowable amount, the LPA will adjust the bid price to the maximum allowable amount for that item and recalculate the total bid amount.

A pay item may be shown with a minimum required amount for the bid. The bidder shall enter an amount for the bid that is equal to or greater than the minimum required amount. If the bid entered is less than the minimum required amount, the LPA will adjust the bid price to the minimum required amount for that item and recalculate the total bid amount.

This Article shall be further amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(c) SIGNING.

The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation, or by an agent of the Contractor legally qualified and acceptable to the LPA. If the proposal is made by an individual, his name and business address must be shown; by a partnership, the name and business address of each partnership member must be shown; as a joint venture, the name and business address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown.

The proposal bid bond, if bid bond is tendered, shall be properly signed by the bidder and the surety.

This Article shall be further amended by deleting Subarticle (e), COMPUTER BIDDING, in its entirety.

102.07 Irregular Proposals.

This Article shall be amended by deleting the Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

Proposals will be considered irregular and may be rejected if they contain any omissions, alteration of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an Alternate, the Alternate being bid by the Contractor, or on a Cumulative Alternate), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Proposals may be rejected at any time prior to the execution of the contract by the LPA.

Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project. Evidence that any bidder is interested, as a principal, in more than one proposal for work contemplated (for example bidding in a partnership, as a joint partnership or association, and as a partnership, association, or individuals) will cause the rejection of any such proposal. A bidder, however, may submit a proposal as a principal and as a Subcontractor to some other principal, or may submit a proposal as a Subcontractor to as many other principals as he desires, and by doing so will not be liable to disqualification in the intent of these Specifications.

102.08 Combination Bids.

This Article shall be amended by deleting Item 6 under Subarticle (a) as written and the following substituted in lieu thereof:

(a) COMBINATION BIDDING.

6. SUBMITTAL OF WRITTEN STATEMENT OF NOTIFICATION OF COMBINATION BID.

The bidder shall notify the LPA in writing of a bid that is being submitted as a combination bid. In order for a bid to be evaluated as a combination bid, prior to the opening of bids, the written notification must be enclosed in the sealed bid package envelopes of each bid that is being combined in a combination bid. Alternatively, it may also be transmitted to the awarding authority by facsimile. The Contractor shall be responsible for verifying that the facsimile has been received by the LPA prior to the opening of bids. The letter of notification of a combination bid shall:

- be addressed to the same LPA official as the proposal;
- describe the type of combination bid ("All or None", "Reduction in Unit Price", etc.);
- be dated no later than the date set for bid opening;
- be written on the bidder's letterhead;
- be signed by a person authorized to sign contracts for the bidder;
- contain a list of the project numbers included in the proposed combination bid.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) PROJECT LET BY LPA.

Combination bids will not be accepted on any project or projects let by a LPA unless it is in combination with, and only with, other project(s) being let at the same time (bids due at the same exact time) by the same LPA.

102.10 Delivery of Proposals.

This Article shall be amended by deleting Article 102.10 as written and the following substituted in lieu thereof:

Each proposal for each contract shall be placed, together with the proposal guaranty, in a sealed envelope on the outside of which is written in large letters "Proposals for Highway Work" or "Bid Proposal", and so marked as to indicate the project number, the name of the LPA (city, county, university, etc.), the town or city in which the work is located or, if not in a town or city, the name of the county in which the work is located, and the name of the bidder. Proposals will be received by the LPA at the location stated in the Notice to Contractors, until the hour and date set therein for the opening of bids. No proposal will be considered which has not been received prior to the hour and date set for the opening of bids. Proposals received after that time will be returned.

102.11 Withdrawal or Revision of Proposals.

This Article shall be amended by deleting Article 102.11 as written and the following substituted in lieu thereof:

A bidder may withdraw or revise a proposal after it has been deposited with the LPA, provided the request for such is received by the LPA in writing, or by facsimile or telegram before the time set for opening proposals. The request must bear the same signature(s) which the bidder has affixed to the proposal. No proposal may be modified or corrected after the time set for opening such proposals.

Withdrawal of proposals after bid opening will be permitted without forfeiture of bid guaranty only as provided for by, and when evidence of a mistake is furnished in accordance with, Section 39-2-11(d), Code of Alabama, 1975. Such evidence of mistake must be furnished no later than three working days after the opening of bids. Upon such withdrawal without forfeiture, the bidder shall be prohibited from (1) doing any work on the contract, either as a subcontractor or in any other capacity, and (2) bidding on the same project if it is readvertised for letting.

102.13 Multiple Bids.

This Article (102.13) shall be deleted in its entirety.

SECTION 103
AWARD AND EXECUTION OF CONTRACT

103.02 Award of Contract.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

The award of contract, if to be awarded, will be made within 30 calendar days after opening of proposals to the lowest responsible and responsive bidder whose proposals comply with the requirements of Section 102 and the invitation to bid (Notice to Contractors). Should no award by made within 30 days, all proposals will be rejected unless the successful bidder agrees in writing to a stipulated extension in the time limit for award. The successful bidder will be notified by telegram, confirmed facsimile, or letter mailed to the address shown on the proposal that his bid has been accepted and that he has been awarded the contract.

After the opening of bids, the award of the contract to the low bidder will be contingent upon said low bidder's possession of a valid certification of qualification in accordance with Article 102.02. On work involving Federal funds, the award of the contract to the low bidder will also be contingent upon said low bidder obtaining a license from the State Licensing Board for General Contractors in accordance with the existing State laws.

SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.21 Stormwater Management.

This Article shall be amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(c) NPDES NOTICE OF INTENT.

A "Notice of Intent" (NOI) is an application filed with ADEM requesting NPDES registration. If an NOI has been filed or is required for the project site, the LPA will be the OWNER of record with ADEM for the NOI. The Contractor shall be the OPERATOR and shall comply with all requirements of the NOI.

A Project Note will be shown on the plans to indicate whether or not an NOI has been filed with ADEM for the project. If an NOI has been filed, the note may also provide information regarding the availability of a Construction Best Management Practices Plan (CBMPP) for the project. If an NOI has not been filed, the note may further indicate that the Contractor is required to file an NOI at his own expense.

The Contractor shall be responsible for filing all NOI's required by ADEM on all material pits, waste areas, plant sites, haul roads, and other off-site areas used by him to construct the project. For each area requiring an NOI to be filed, a copy of written acknowledgement from ADEM verifying that a complete NOI has been filed shall be forwarded to the LPA before ground is disturbed in that area.

SECTION 109
MEASUREMENT AND PAYMENT

109.12 Final Payment

This Article shall be amended by deleting the last sentence of Subarticle (c) as written and the following substituted in lieu thereof:

(c) FINAL ESTIMATE DOCUMENTATION.

Failure by the Contractor to furnish any of the above documentation may be cause for either or both, the owner and/or ALDOT, to consider the Contractor to be disqualified from future bidding and contract awards, as per Article 102.02.

SECTION 110
CLAIMS

110.04 Claims Process.

This Article shall be amended by deleting Article 110.04 as written and the following substituted in lieu thereof:

(a) GENERAL.

After the work has been completed on the disputed item(s) of work, the Contractor shall have 90 calendar days to submit his claim. Any claim not submitted within this 90 calendar day period is waived. The Contractor shall submit six copies of the claim, containing the required documentation listed in Article 110.03, to the LPA. Once the claim is received, the LPA will review the claim submittal in accordance with its local policies and procedures.

(b) PARTICIPATION AND REVIEW BY ALDOT.

If the LPA desires for ALDOT to participate in the possible funding of the Contractor's claim, provided the claim is determined to be valid and funding is available, the LPA shall notify ALDOT of the Contractor's notice of intent to file a claim, and any meetings, hearings, etc. In addition, the LPA shall provide a copy of the Contractor's claim when it is submitted, and then the LPA's written response based on their review. Failure of the LPA to notify ALDOT of the notice of intent and any associated meetings and submittals shall constitute a waiver by the LPA for any possible funding by ALDOT.

The claim and the LPA's response will be reviewed by the Division Engineer within 30 calendar days after the LPA has submitted it to the administering division. The Division Engineer will review the claim and prepare a recommendation for ALDOT's level of funding participation. The Division Engineer's recommendation will be reviewed by the chairman of ALDOT's Claims Committee, and a response provided back to the Division within 30 calendar days. The review and response by the Division Engineer and chairman of the Claims Committee in the amount of ALDOT funding for the claim shall be final, non-appealable and not subject to judicial or other review. Their decision is binding with the LPA.

Even if the claim is determined to be valid, ALDOT's level of funding will be based on the amount of monies remaining in the project agreement with the LPA.

110.06 Auditing of Claims.

This Article shall be amended by deleting the first paragraph and the following substituted in lieu thereof:

All claims submitted by the LPA to ALDOT shall be subject to audit by the Department's External Auditor at any time following the filing of such claim. The audit may begin on ten day's notice to the LPA, Contractor, Subcontractor, or Supplier. The LPA, Contractor, Subcontractor, or Supplier shall cooperate with the auditors. Failure of the LPA, Contractor, Subcontractor, or Supplier to maintain and retain sufficient records to allow the Department's auditor to verify the

claim shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder.

"General Decision Number: AL20220164 02/25/2022

Superseded General Decision Number: AL20210164

State: Alabama

Construction Type: Highway

County: Mobile County in Alabama.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

-----(THE FOLLOWING NOTE DOES NOT APPLY TO THIS CONTRACT)-----

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

ELEC0505-001 09/01/2021

	Rates	Fringes
ELECTRICIAN	$ 28.55	3%+8.86

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* SUAL2019-043 11/13/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 16.20	0.00
FORM WORKER	$ 10.00 **	0.00
HIGHWAY/PARKING LOT STRIPING:		
Operator (Striping Machine)	$ 19.82	0.00

HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck)	$ 14.55	**	0.00
IRONWORKER, REINFORCING	$ 17.70		0.00
IRONWORKER, STRUCTURAL	$ 22.40		0.00
LABORER GRADE CHECKER	$ 14.08	**	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 14.22	**	0.00
LABORER: Common or General	$ 12.41	**	0.00
LABORER: Mason Tender - Cement/Concrete	$ 13.20	**	0.00
LABORER: Pipelayer	$ 15.98		0.00
LABORER: Erosion Control	$ 10.17	**	0.00
OPERATOR: Asphalt Spreader	$ 16.31		0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 19.10		0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.88	**	0.00
OPERATOR: Broom/Sweeper	$ 13.38	**	0.00
OPERATOR: Bulldozer	$ 18.82		0.00
OPERATOR: Crane	$ 25.82		0.00
OPERATOR: Drill	$ 26.73		11.25
OPERATOR: Grader/Blade	$ 17.98		0.00
OPERATOR: Loader	$ 17.45		0.00
OPERATOR: Material Transfer Vehicle	$ 16.60		0.00
OPERATOR: Mechanic	$ 19.16		0.00
OPERATOR: Milling Machine	$ 15.79		0.00

OPERATOR: Oiler.....$ 16.83 0.00

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 15.54 0.00

OPERATOR: Roller.....$ 15.87 0.00

OPERATOR: Scraper.....$ 13.30 ** 0.00

PAINTER (Brush and Roller).....$ 15.97 1.27

TRAFFIC CONTROL: Flagger.....$ 14.00 ** 0.00

TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....$ 14.58 ** 0.00

TRUCK DRIVER: Dump Truck.....$ 16.04 0.00

TRUCK DRIVER: Flatbed Truck.....$ 15.00 0.00

TRUCK DRIVER: Lowboy Truck.....$ 16.79 0.00

TRUCK DRIVER: Pickup Truck.....$ 15.05 0.00

TRUCK DRIVER: Semi-Trailer Truck.....$ 15.56 0.00

TRUCK DRIVER: Water Truck.....$ 13.50 ** 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 8, 2017 Special Provision No. 18-0090

EFFECTIVE DATE: January 1, 2018

SUBJECT: Title VI Assurance.

Alabama Standard Specifications, 2018 Edition, shall be revised by the addition of the following:

APPENDIX A, TITLE VI ASSURANCE to FHWA

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set for in Appendix B of 49 C.F.R. Part 21.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitation, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

(4) **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. withholding payments to the contractor under the contract until the contractor complies; and/or
b. cancelling, terminating, or suspending a contract, in whole or in part.

(6) **Incorporating of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the contractor becomes involved in, or is threatened with litigation by subcontractor, or supplier as a result of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 8, 2017 Special Provision No. 18-0091

EFFECTIVE DATE: January 1, 2018

SUBJECT: Non-Discrimination Statutes and Authorities.

Alabama Standard Specifications, 2018 Edition, shall be revised by the addition of the following:

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq*.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 14, 2017 Special Provision No. 18-0097

EFFECTIVE DATE: January 1, 2018

SUBJECT: Required Contract Provision for all Federal Aid Projects for Equal Employment Opportunity

Alabama Standard Specification, 2018 Edition, are hereby amended to include the following:

In compliance with Executive Order 11246, the following Standard Federal Equal Opportunity Construction Contract Specifications shall apply:

General Requirements
(41 CPR 60-4.3)

1. As used in these specifications:
   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return. U.S. Treasury Department Form 941;
   d. "Minority" includes:
      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific islands); and
      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of $10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are as shown on Attachment No. 1. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
    a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
    b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization’s responses.
    c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant, and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
    d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meets its obligations.
    e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs, and apprenticeship and trainee programs, relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
    f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their co-operation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a

year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review at least annually the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CPR Part 60-3.

l. Conduct at least annually an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors, adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is

employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contract may be in violation of the Executive Order if a specific minority group of women is under-utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of the Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Hometown Plans
(41 CFR 60-4.5)

(a) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: Provided, that each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan's goals and timetables. If a Contractor is not participating in an approved Hometown Plan, it shall comply with the Specifications set forth in §60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the Notice required by 41 CFR 4.2 with regard to that trade. For the purposes of this part 60-4, the contractor is not participating in a Hometown Plan for a particular trade if it:
    (1) Ceases to be signatory to a Hometown Plan covering that trade;
    (2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
    (3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations which are not or cease to be signatories to the same Hometown Plan for that trade;

(4) Is signatory to a Hometown Plan for that trade and is party to a collective bargaining agreement with labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
(5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
(6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.

(b) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provisions of the Hometown Plan.

Solicitations
(41 CPR 60-4.2)

(d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of $10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part (see 41 CPR-4.2 (a)):

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as shown on Attachment No. 1.
   These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally-involved and nonfederally involved construction.
   The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Employment Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CPR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is that shown on Attachment No. 1.

Show Cause Notice
(41 CFR 60-4.8)

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive Order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in (i) - (iv) of 41 CPR 60-2.2 (c)(1) - If the Contractor does not show good cause within 30 days, or, in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make-up goals and timetables, back pay, and seniority relief for affected class members, the compliance agency shall follow the procedure in 41 CFR 60-1.26(b) : Provided that where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.

Attachment No. 1

Goals & Timetables
(41 CFR 60-4.2)

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

FEMALE

Area Covered – Statewide

Timetable	Trade	Goals %
Until Further Notice	All	6.9%

MINORITY

Area Covered – Etowah, Jefferson, Shelby, St. Clair & Walker Counties

Timetable	Trade	Goals %
Until Further Notice	All	24.9%

Area Covered –Autauga, Barbour, Bullock, Butler, Coffee, Coosa, Covington, Crenshaw, Dale, Dallas, Elmore, Geneva, Henry, Houston, Lowndes, Macon, Montgomery, Perry, Pike & Tallapoosa Counties

Timetable	Trade	Goals %
Until Further Notice	All	29.9%

Area Covered – Tuscaloosa County

Timetable	Trade	Goals %
Until Further Notice	All	20.6%

Area Covered – Russell County

Timetable	Trade	Goals %
Until Further Notice	All	29.6%

Area Covered – Franklin, Lawrence & Morgan Counties

Timetable	Trade	Goals %
Until Further Notice	All	11.2%

Area Covered – DeKalb & Jackson Counties

Timetable	Trade	Goals %
Until Further Notice	All	8.6%

Area Covered – Baldwin & Mobile Counties

Timetable	Trade	Goals %
Until Further Notice	All	25.9%

Area Covered – Choctaw, Clarke, Conecuh, Escambia, Marengo, Monroe, Washington & Wilcox Counties

Timetable	Trade	Goals %
Until Further Notice	All	26.4%

Area Covered – Calhoun County

Timetable	Trade	Goals %
Until Further Notice	All	14.3%

Area Covered – Bibb, Blount, Cherokee, Chilton, Clay, Cleburne, Cullman, Fayette, Greene, Hale, Lamar, Marion, Pickens, Randolph, Sumter, Talladega & Winston Counties

Timetable	Trade	Goals %
Until Further Notice	All	20.7%

Area Covered – Limestone, Madison & Marshall Counties

Timetable	Trade	Goals %
Until Further Notice	All	12.0%

Area Covered – Chambers & Lee Counties

Timetable	Trade	Goals %
Until Further Notice	All	31.6%

Area Covered – Colbert & Lauderdale Counties

Timetable	Trade	Goals %
Until Further Notice	All	11.9%

HR-DBE
Revised 06-08-2011

Date:_____

Letting Date:_____

BIDDER'S LIST OF QUOTERS

In accordance with 49 CFR Part 26.11, the Alabama Department of Transportation will establish its State Disadvantaged Business Enterprise (DBE) goal using Bidders' Lists of Quoters. These Bidders' Lists of Quoters will be used to determine the relative availability of DBE's and Non-DBE's. Each Bidder's List of Quoters is a compilation of quoters who have submitted quotes to the Bidder during the advertising period. Subsequent to notification as Apparent Low Bidder, the Bidder must submit an **updated** Form HR-DBE prior to award of contract. Form HR-DBE will accompany Form OE-110 (DBE Utilization Plan) if appropriate.

Each time Form HR-DBE is submitted to the Department, the Bidder shall list the quoters for the project, using additional sheets if necessary. The listing shall include EACH quoter's name, business location, telephone number and whether or not the quoter is an Alabama certified DBE. **FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER THE BID NON-RESPONSIVE AND THE BID MAY BE REJECTED.**

The term "quoter" shall include all subcontractors, manufacturers, and suppliers of materials.

BIDDER'S NAME: _____ **PROJECT NUMBER:** _____ **COUNTY:** _____

Quoter's Name	*Address*	*Telephone Number*	*DBE/Non-DBE*

Alabama Department of Transportation
ALDOT Form DBE 10 Instructions

Revised 5-2015

Block Number	Instructions
1.	ALDOT Project Number
2.	County
3.	Region
4.	Prime Contractor For the Project
5.	DBE for this Report
6.	Date of Report
7.	ALDOT Estimate Number
8.	Work Period for this Estimate (Beginning Date - Ending Date)
9.	Description of Work - Must include Pay Item No. and Description (Also denote if Partial such as Hauling, Stocking, Furnish & Tie, S.I.P. Forms, etc.)
10.	Type of DBE, i.e. Contractor (C), Supplier (S), Manufacturer (M), or Brokerage/Fee (BF) work
11.	Unit Price of Work
12.	Units
13.	Units of Work Accomplished this Period
14.	Amount Performed for this Period (Block 11 times Block 13)
15.	Units Performed to Date
16.	Amount Performed to Date (Block 11 times Block 15)
17.	Comments Pertinent to this DBE-10
18.	Total of Amounts in Block 14
19.	Total of Amounts in Block 16
20.	Signature of Prime Contractor's Authorized Representative, Printed Name & Title and Date Signed

Submittals:

1) Invoices are required for all supplier and manufacturer credit.
2) Tickets are required for all "Stocking the Plant" hauling.
3) In lieu of completing the form, the prime contractor may note "See attached" on the form and attach a similar form (i.e. subcontractor estimate) provided it has the same data. If the contractor chooses to do this, he will have to adjust the credit on the actual DBE-10 if the DBE is a supplier.

Notes:

1) If data is entered electronically via Excel file, Blocks 14, 16, 18 and 19 will calculate amounts and totals based on unit entries.
2) The form format is for the contractor's convenience. Every effort is made to ensure accuracy, but the prime contractor is responsible for checking all calculations prior to submittal.
3) The worksheets in this workbook are protected (but not password protected) to allow you to tab through only the fields that require data entry. If you need to make changes to the worksheet you can unprotect the worksheets by going to the menu (Tools Protection UnProtect Sheet). Just remember if you unprotect a worksheet, you will need to check the accuracy of the calculations to make certain the formulas were not altered or that the formulas work correctly.

Rev. 5-2015

ALDOT FORM DBE-10

1. Project Number:			2. County:					3. Region:
4. Prime Contractor:			5. DBE:					
6. Date:	7. ALDOT Estimate:		8. Estimate Period:	From:			To:	

9. Description of Work: (Pay Item No. & Description)		10. Type Firm (C/S/M/BF)	11.Unit Price	12.Units	13. Units Worked	14. Amount Performed this Period	15.Units Performed to Date	16. Amount Performed to Date
Pay Item No.	Item Description							
17. Comments:						18. Total:		19. Total:

20. Signature of Authorized Representative:	Printed Name & Title	Date Signed

Form DBE-11
Revised 1-2007

ALABAMA DEPARTMENT OF TRANSPORTATION
Certification of Actual Payments to DBE Firms

Project No.: _____

County: _____

1. The undersigned prime contractor on the above referenced Federal Aid Project No. hereby certifies that full payment was made, or will be made within seven (7) calendar days after final payment, to the DBE firm listed for work performed and/or materials furnished under this project's contract as follows:

   DBE Firm Name: _____

   was or will be paid $ _____

   Note: this amount does / does not include gross receipts tax and bond.
   (circle one) (circle if applicable)

   This certification is made under Federal and State laws concerning false statements. Supporting documentation for this payment is subject to audit and should be retained for a minimum of three (3) years from the final acceptance date.

   If the DBE Subcontractor/Supplier works for a Non-DBE Subcontractor under the Prime Contractor, the Non-DBE Subcontractor must also complete the form.

Prime Contractor	Non-DBE Subcontractor
By: _____ signature	_____ signature
Name: _____ please print	_____ please print
Title: _____	_____
Date: _____	_____

2. The undersigned subcontractor/supplier for the above named project hereby certifies that payments were received, or are due to be received as stipulated above.

   _____
   DBE Subcontractor/Supplier

   By: _____
   signature

   Name: _____
   please print

   Title: _____

   Date: _____

Form OE-110
Revised 1-2007

Original ☐
Revised ☐

Alabama Department of Transportation
Disadvantaged Business Enterprise (DBE) Utilization Plan

Project Number & County: _____

Letting Date: _____

Contract Amount: _____

Percent DBE Utilization Required: _____

Contractor Name: _____

Address: _____

_____

DBE Firm Name & Certification Number	Type of Firm	Pay Item No.	Description of Work (include quantities and subcontract unit prices *OR* list the type of work and attach additional pages for details)	Dollar Amount
Name: Cert. Number:				
Name: Cert. Number:				
Name: Cert. Number:				
Name: Cert. Number:				
Name: Cert. Number:				

Instructions:

1. This plan must be submitted within the timeframe specified by the contract after notification of apparent low bid.
2. The plan must indicate the contractor will meet the DBE goal noted in the proposal or documentation of good faith effort must be attached.
3. Type of Firm – Contractor, Supplier, or Manufacturer

Total Dollar Amount to DBEs: $ _____

Required Dollar Amount of DBE Utilization: $ _____

ALDOT Approval: _____

Date: _____

Project Number: _____

County: _____

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of DBE Subcontractor: _____

Address: _____

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

DBE Certification Number: _____

LOCAL PUBLIC AGENCY

FEDERAL-AID FUNDED PROJECTS

PLEASE READ AND COMPLETE SECTIONS A AND B. THE EXECUTION HEREINAFTER MADE ALSO CONSTITUTES THE EXECUTION OF THE PROPOSAL AND REPRESENTS THE AGREEMENT OF THE CONTRACTOR TO COMPLY WITH ALL DOCUMENTS CONTAINED IN THE PROPOSAL AND THOSE REFERRED TO THEREIN. FAILURE TO SUBMIT THE SWORN CERTIFICATION THROUGH PAGE 6 OF THIS NOTICE WILL BE CONSIDERED A NON-RESPONSIVE BID. BID BOND MUST BE SEPARATELY EXECUTED BY CONTRACTOR AND SURETY.

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1.) Withholding monthly progress payments;
(2.) Assessing sanctions; and/or
(3.) Disqualifying the contractor from future bidding as non-responsive.

The Statement Required To Be Submitted By Proposed Contractor Pursuant To Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) and Regulations in 41 CFR Part 60-4 On All Federal and Federally-Assisted Contracts In Excess of $10,000 Will Be Included In the Award of Your Contract and Should Be Returned With Your Executed Contract.

The undersigned agrees that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be null and void.

The undersigned understands that in the event the term of this contract includes more than one fiscal year, said contract is subject to termination should funds not be appropriated for the continued payment of the contract in subsequent fiscal years.

The undersigned understands that in the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.

Section A: The Alabama Department of Transportation is obligated on every Federal-aid project to implement, to the extent practical, 49CFR26,"Participation by Disadvantaged Business Enterprises (DBE) in U.S. DOT Financial Programs". This participation can be achieved by race neutral and/or race conscious means.

When race conscious means are used the contract goal for DBE participation will be indicated on **Page Two of the Proposal Cover Sheet** and in Section 111 of the Alabama Department of Transportation Standard Specifications for Highway Construction. Race neutral participation occurs when the contractor exceeds the indicated contract goal, or in the absence of a contract goal, obtains participation from a certified DBE that meets the CREDIT TOWARD PARTICIPATION portion of Section 111 of the Alabama Department of Transportation Standard Specifications for Highway Construction.

If the Department has determined that this project has sufficient opportunities for MBE/DBE participation the goal for this contract will be listed on **Page Two of the Proposal Cover Sheet**.

All bidders must complete form HR-DBE, "BIDDERS LIST OF QUOTERS FOR THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM."

If the contractor is low bidder for the project, it is understood the contractor will provide a DBE Utilization Plan which outlines the proposed percentage of DBE Utilization within five (5) calendar days of the letting date, along with documentation of the contractor's "Good Faith" efforts to utilize DBE firms if the proposed percentage of utilization is less than the designated project goal. The contractor's good faith efforts will fully comply with and meet all requirements, provisions and criteria of Title 49, Code of Federal Regulations, Part 26, including the criteria set forth in 49 CFR, Part 26, Appendix A and will comply with and meet the requirements, provisions and criteria set forth in Section 111 of the Alabama Department of Transportation

Standard Specifications for Highway Construction as all of such foregoing requirements, provisions and criteria are applicable to Disadvantaged Business Enterprises, all of which the contractor represents that he is familiar. The contractor understands that the good faith efforts of the contractor will be reviewed by the Department in keeping with all such requirements, provisions and criteria.

NOTE

The Department will advise the low bidder of his status as soon as possible after the opening of bids. A copy of the Department's DBE Utilization form has been attached to this proposal for use in complying with the Requirement.

Failure by the successful bidder to provide an acceptable DBE Utilization plan within the time frame required or failure of the successful bidder to make and document Good Faith Efforts, when applicable, will result in non-award of the contract to that bidder. If the contract is awarded to the next low bidder, the original low bidder will be prohibited from doing any work on the contract, either as subcontractor or in any other capacity. The original low bidder will also be prohibited from bidding on the project if it is re-advertised for letting. These restrictions shall apply to any other name under which the same person, individual, partnership, company, firm, corporation, association, co-operative or other legal entity that may be operating in which the principal owner(s) is involved.

Section B: CONTRACTOR'S CERTIFICATION

The contractor proposes to perform all "Force Account of Extra Work" that may be required on the basis provided in the Specifications hereto attached, and to give such work personal attention in order to see that it is economically performed.

The contractor further proposes to execute the Contract Agreement in a form to be attached as soon as the work is awarded to the contractor and to begin and complete the work within the respective time limit provided for in the Specifications hereto attached.

The contractor also proposes to furnish a Performance Bond, acceptable to the State, in an amount equal to the total amount of the contract. This bond shall serve not only to guarantee the completion of the work but also to guarantee the excellence of both workmanship and materials until the work is finally accepted. The contractor will also furnish a materialsman bond, acceptable to the State, equal to the amount of the contract.

The contractor encloses a cashier's check or bid bond for five percent (5%) of the bid, maximum $10,000.00, and hereby agrees that in case of failure to execute a contract and furnish bonds within fifteen (15) days* after notice of award, the awarding authority shall retain from the proposal guaranty, if it is a cashier's check, or recover from the principal and/or the sureties, if the guaranty is a bid bond, the difference between the amount of the Contract as awarded and the amount of the proposal of the next lowest acceptable bidder, which amount shall not exceed $10,000.00.

If no other bids are received, the full amount of the proposal guaranty shall be so retained and/or recovered as Liquidated Damages for such default. It is understood that in case the work is not awarded to the contractor, the proposal guaranty, if a cashier's check, will be returned as provided in the Alabama Department of Transportation Standard Specifications for Highway Construction.

In compliance with State of Alabama Act 2016-312, the contractor further certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

1. DISADVANTAGED BUSINESS ENTERPRISES

The contractor intends to comply with the contract documents to utilize Disadvantaged Business Enterprises (hereinafter referred to at times as (DBE)) to the extent practical and when, under Section A herein above, the contract documents specify a minimum monetary amount to be expended with Disadvantaged Business Enterprises, to equal or exceed said amount through subcontracting and/or by purchases of materials and services on the project.

It is understood that failure to submit a Disadvantaged Business Enterprise Plan, when such is required by the contract within the time frame so specified, will be cause for assessment of penalties as provided in the contract.

*Time may be modified by Special Provision.

It is further understood that failure to comply with the contract relating to Disadvantaged Business Enterprises, when such are applicable, will be cause for the assessment of penalties as provided in the contract.

2. REQUIREMENT BY THE EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS OF THE SECRETARY OF LABOR (41 CFR 60-1.7(b) (1))

THE CONTRACTOR MUST CHECK THE APPROPRIATE BOX BELOW:

The contractor submitting this proposal certifies that such contractor

HAS /_____/ HAS NOT /_____/

participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 1114 or 11246.

If the contractor checked the "HAS" box above, the following statement must be completed. The contractor submitting this proposal certifies that such contractor

HAS /_____/ HAS NOT /_____/

filed with the Joint Reporting Committee, the director of OFCC, any Federal Agency or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements of those organizations. All reports due are considered to be those requested by one of these committees or agencies.

Concurrently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and who have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the director, Office of Federal Contract Compliance, U. S. Department of Labor.

3. COLLUSION

It is further certified that neither the person, firm, partnership or corporation submitting this bid, nor any of their officers, have directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

4. SUSPENSION/DEBARMENT

A. Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

Instructions for Certification

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion/Lower-Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

The prospective primary participant certifies, to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph of this

certification; and have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B. For Lower-Tier Requirements, see Section XI of "Required Contract Provisions Federal-Aid Construction Contracts" located in the proposal.

Exceptions to the above are to be submitted on a separate sheet with the bid proposal. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5. LOBBYING RESTRICTIONS

These restrictions were established by Section 319 of Public Law 101-121 Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990).

The contractor certifies to the best of his/her knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of congress, an officer or employee of Congress or an employee of a Member of congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The contractor also agrees by submitting this proposal that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

I further certify that I am a properly authorized individual or corporate official, as applicable, to make this certification that the above is true and correct; and that I recognize, by signing this certification, I am also signing the contract proposal on behalf of the contractor in whose name the proposal is made, whether individual, partnership, or corporation as might be applicable.

NOTE: PROVIDED THE BID BOND ON THE FOLLOWING TWO PAGES IS PROPERLY EXECUTED IN THE CONTRACTOR'S NAME, SIGNED BY AN AUTHORIZED OFFICER OF THE CONTRACTOR CORPORATION (OR INDIVIDUAL OR PARTNER, WHEN NOT A CORPORATION), THE SAME MAY MAKE THE FOREGOING CERTIFICATIONS BY SIGNING BEFORE A PROPERLY SWORN NOTARY PUBLIC. THE CERTIFICATIONS MUST BE PROPERLY SWORN TO, SIGNED AND NOTARIZED BELOW.

Signature of Contractor. If the contractor is an **INDIVIDUAL**, signature of the individual is required; if contractor is a **CORPORATION**, signature of proper corporate officer is required; if contractor is a **PARTNERSHIP**, signature of partner is required; if contractor is **JOINT VENTURE**, appropriate signatures of all contractors are required.

Legal name of Contractor:

_____

(Partnership, Joint Venture, Corporation or Individual)

By: _____

(Signature of Officer or Individual, as applicable)

By: _____

IF JOINT VENTURE (Signature of Officers or Individual, as applicable)

The foregoing certifications are sworn to and subscribed before me on this

_____day of_____, 20_____.

_____

NOTARY PUBLIC

AWARD WILL NOT BE CONFERRED UNLESS THIS FORM IS COMPLETED AND SIGNED AND WITNESSED BY A NOTARY.

ITEM XI
TECHNICAL SPECIFICATIONS

PROJECT MANUAL

Dix.Hite Project No. 60022

ALDOT PROJECT NUMBER
TAPAA-TA18(923)

Prepared for The City of Mobile

Project No. TAPAA-TA18(923)
CPMS Ref# 100068380

Three Mile Creek: Section 6 North Project









July 19, 2021

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Owner:	**City of Mobile**	
	Address:	205 Government Street Mobile, AL 36602
	Point of Contact:	Matthew Jollit
		(v) (251) 208-5897
		matt.jollit@cityofmobile.org
Landscape Architect:	**Dix.Hite + Partners**	
	Address:	1109 22nd Street South Birmingham, AL 35205
	Point of Contact:	Ryan Collins
		(v) (205) 862 0493
		rcollins@dixhite.com
Civil Engineer:	**LBYD Engineers**	
	Address:	880 Montclair Road, Suite 600
		Birmingham, AL 35213
	Point of Contact:	Matt Coe
		(v) (205) 251-4500
		mcoe@lbyd.com
Electrical Engineer:	**Hyde Engineering**	
	Address:	3120 8th Avenue South Birmingham, AL 35223
	Point of Contact:	Hannah Payne
		(v) (205) 982-0900
		hannah@hyde-egr.com
Structural Engineer:	**MBA Engineers**	
	Address:	300 20th Street North, Suite 100 Birmingham, AL 35203
	Point of Contact:	Keith Owens
		(v) (205) 324-0698
		kowens@mbasei.com

Irrigation Designer: **Irrigation Consultant Services**

Address: 2129 Greensboro Road Madison, GA 30650

Point of Contact: Carey June

(v) (770) 929-0884

cjune@irrcons.com

Utility Owners: **Alabama Power**

Address: 150 St. Joseph Street Mobile, Alabama 36602

Point of Contact: Holly (Lewis) Campbell

(251)-694-2456

halewis@southernco.com

MAWSS

Address: 4725 Moffett Road Mobile, Alabama 36618

Point of Contact: Daryl Russell

(251)-694-3150
drussell@mawss.com

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Additional Technical Specification

Special Specifications for Prefabricated Bridge

SECTION 033000
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Cast-in-place concrete, including concrete materials, mixture design, placement procedures, and finishes.

1.2 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, and other pozzolans materials subject to compliance with requirements.

B. Water/Cement Ratio (w/cm): The ratio by weight of water to cementitious materials.

1.3 ACTION SUBMITTALS

A. Design Mixtures: For each concrete mixture, include the following:

1. Mixture identification.

2. Minimum 28-day compressive strength.

3. Durability exposure class.

4. Maximum w/cm.

5. Calculated equilibrium unit weight, for lightweight concrete.

6. Slump limit.

7. Air content.

8. Nominal maximum aggregate size.

9. Indicate amounts of mixing water to be withheld for later addition at Project site if permitted.

10. Intended placement method.

11. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

B. Shop Drawings:

1. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
    a. Location of construction joints is subject to approval of the Architect.

C. Concrete Schedule: For each location of each Class of concrete indicated in "Concrete Mixtures" Article, including the following:

1. Concrete Class designation.

2. Location within Project.

3. Exposure Class designation.

4. Formed Surface Finish designation and final finish.

5. Final finish for floors.

6. Curing process.

1.4 INFORMATIONAL SUBMITTALS

A. Research Reports: For concrete admixtures in accordance with ICC's Acceptance Criteria AC198.

B. Field quality-control reports.

1.5 QUALITY ASSURANCE

A. Ready-Mixed Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.

1. Manufacturer certified in accordance with NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

1.6 DELIVERY, STORAGE, AND HANDLING

A. Comply with ASTM C94/C94M and ACI 301 (ACI 301M).

1.7 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 301 (ACI 301M) and ACI 306.1.

B. Hot-Weather Placement: Comply with ACI 301 (ACI 301M) and ACI 305.1 (ACI 305.1M).

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with ACI 301 (ACI 301M) unless modified by requirements in the Contract Documents.

2.2 CONCRETE MATERIALS

A. Cementitious Materials:

1. Portland Cement: ASTM C150/C150M, Type II, gray.

2. Fly Ash: ASTM C618, Class C or F.

B. Normal-Weight Aggregates: ASTM C33/C33M, Class 1N coarse aggregate or better, graded. Provide aggregates from a single source.

1. Maximum Coarse-Aggregate Size: 1 inch (25 mm) nominal.

2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Air-Entraining Admixture: ASTM C260/C260M.

D. Water and Water Used to Make Ice: ASTM C94/C94M, potable.

2.3 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.

B. Moisture-Retaining Cover: ASTM C171, polyethylene film burlap-polyethylene sheet.

1. Color:

a. Ambient Temperature Below 50 deg F (10 deg C): Black.

b. Ambient Temperature between 50 deg F (10 deg C) and 85 deg F (29 deg C): Any color.

c. Ambient Temperature Above 85 deg F (29 deg C): White.

2.4 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, in accordance with ACI 301 (ACI 301M).

1. Use a qualified testing agency for preparing and reporting proposed mixture designs, based on laboratory trial mixtures.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash or Other Pozzolans: 25 percent by mass.

C. Admixtures: Use admixtures in accordance with manufacturer's written instructions.

2.5 CONCRETE MIXTURES

A. Consider inserting minimum cementitious material content for mix designs.

B. Class A: Normal-weight concrete used for footings, grade beams, and tie beams.

1. Minimum Compressive Strength: 3000 psi (20.7 MPa) at 28 days.
2. Maximum w/cm: 0.50.

3. Slump Limit: 5 inches (125 mm), plus or minus 1 inch (25 mm).

4. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.

PART 3 - EXECUTION

3.1 INSTALLATION OF EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.

1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of ANSI/AISC 303.

3. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.

3.2 JOINTS

A. Construct joints true to line, with faces perpendicular to surface plane of concrete.

B. Construction Joints: Coordinate with floor slab pattern and concrete placement sequence.

1. Install so strength and appearance of concrete are not impaired, at locations indicated on Drawings or as approved by Architect.

2. Place joints perpendicular to main reinforcement.

a. Continue reinforcement across construction joints unless otherwise indicated.

b. Do not continue reinforcement through sides of strip placements of floors and slabs.

3. Form keyed joints as indicated. Embed keys at least 1-1/2 inches (38 mm) into concrete.

4. Locate joints for beams, slabs, joists, and girders at third points of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.

5. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.

6. Space vertical joints in walls as indicated on Drawings. Unless otherwise indicated on Drawings, locate vertical joints beside piers integral with walls, near corners, and in concealed locations where possible.

3.3 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, embedded items, and vapor retarder is complete and that required inspections are completed.

1. Immediately prior to concrete placement, inspect vapor retarder for damage and deficient installation, and repair defective areas.

2. Provide continuous inspection of vapor retarder during concrete placement and make necessary repairs to damaged areas as Work progresses.

B. Notify Architect and testing and inspection agencies 24 hours prior to commencement of concrete placement.

C. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect in writing, but not to exceed the amount indicated on the concrete delivery ticket.

D. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301 (ACI 301M), but not to exceed the amount indicated on the concrete delivery ticket.

1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

E. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.

1. If a section cannot be placed continuously, provide construction joints as indicated.

2. Deposit concrete to avoid segregation.

3. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.

4. Consolidate placed concrete with mechanical vibrating equipment in accordance with ACI 301 (ACI 301M).

a. Do not use vibrators to transport concrete inside forms.

b. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer.

c. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity.

d. At each insertion, limit duration of vibration to time necessary to consolidate concrete, and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

F. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Do not place concrete floors and slabs in a checkerboard sequence.
2. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
3. Maintain reinforcement in position on chairs during concrete placement.
4. Screed slab surfaces with a straightedge and strike off to correct elevations.
5. Level concrete, cut high areas, and fill low areas.
6. Slope surfaces uniformly to drains where required.
7. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface.
8. Do not further disturb slab surfaces before starting finishing operations.

3.4 FINISHING FORMED SURFACES

A. As-Cast Surface Finishes:

1. ACI 301 (ACI 301M) Surface Finish SF-1.0: As-cast concrete texture imparted by form-facing material.

a. Patch voids larger than 1-1/2 inches (38 mm) wide or 1/2 inch (13 mm) deep.

b. Remove projections larger than 1 inch (25 mm).

c. Tie holes do not require patching.

d. Surface Tolerance: ACI 117 (ACI 117M) Class D.

e. Apply to concrete surfaces [not exposed to public view] <Insert locations>.

3.5 CONCRETE CURING

A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

1. Comply with ACI 301 (ACI 301M) and ACI 306.1 for cold weather protection during curing.

2. Comply with ACI 301 (ACI 301M) and ACI 305.1 (ACI 305.1M) for hot-weather protection during curing.

3.6 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a special inspector to perform field tests and inspections and prepare testing and inspection reports.

B. Testing Agency: Owner will engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.

1. Testing agency shall be responsible for providing curing container for composite samples on Site and verifying that field-cured composite samples are cured in accordance with ASTM C31/C31M.

2. Testing agency shall immediately report to Architect, Contractor, and concrete manufacturer any failure of Work to comply with Contract Documents.

3. Testing agency shall report results of tests and inspections, in writing, to Owner, Architect, Contractor, and concrete manufacturer within 48 hours of inspections and tests.

   a. Test reports shall include reporting requirements of ASTM C31/C31M, ASTM C39/C39M, and ACI 301, including the following as applicable to each test and inspection:

      1) Project name.

      2) Name of testing agency.

      3) Names and certification numbers of field and laboratory technicians performing inspections and testing.

      4) Name of concrete manufacturer.

      5) Date and time of inspection, sampling, and field testing.

      6) Date and time of concrete placement.

      7) Location in Work of concrete represented by samples.

      8) Date and time sample was obtained.

      9) Truck and batch ticket numbers.

      10) Design compressive strength at 28 days.

      11) Concrete mixture designation, proportions, and materials.

      12) Field test results.

      13) Information on storage and curing of samples before testing, including curing

method and maximum and minimum temperatures during initial curing period.

14) Type of fracture and compressive break strengths at seven days and 28 days.

C. Batch Tickets: For each load delivered, submit three copies of batch delivery ticket to testing agency, indicating quantity, mix identification, admixtures, design strength, aggregate size, design air content, design slump at time of batching, and amount of water that can be added at Project site.

D. Inspections:

1. Headed bolts and studs.
2. Verification of use of required design mixture.
3. Concrete placement, including conveying and depositing.
4. Curing procedures and maintenance of curing temperature.
5. Verification of concrete strength before removal of shores and forms from beams and slabs.
6. Batch Plant Inspections: On a random basis, as determined by Architect.

E. Concrete Tests: Testing of composite samples of fresh concrete obtained in accordance with ASTM C 172/C 172M shall be performed in accordance with the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.

    a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C143/C143M:

    a. One test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture.

    b. Perform additional tests when concrete consistency appears to change.

3. Air Content: ASTM C231/C231M pressure method, for normal-weight concrete.

    a. One test for each composite sample, but not less than one test for each day's pour of each concrete mixture.

4. Concrete Temperature: ASTM C1064/C1064M:

    a. One test hourly when air temperature is 40 deg F (4.4 deg C) and below or 80 deg F (27 deg C) and above, and one test for each composite sample.

5. Compression Test Specimens: ASTM C31/C31M:

    a. Cast and laboratory cure two sets of two 6-inch (150 mm) by 12-inch (300 mm) or 4-inch (100 mm) by 8-inch (200 mm) cylinder specimens for each composite sample.

6. Compressive-Strength Tests: ASTM C39/C39M.

    a. Test one set of two laboratory-cured specimens at seven days and one set of two specimens at 28 days.

7. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
8. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength, and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa) if specified compressive strength is 5000 psi (34.5 MPa), or no compressive strength test value is less than 10 percent of specified compressive strength if specified compressive strength is greater than 5000 psi (34.5 MPa).

9. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.

10. Additional Tests:

    a. Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.

    b. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42/C42M or by other methods as directed by Architect.

        1) Acceptance criteria for concrete strength shall be in accordance with ACI 301 (ACI 301M), section 1.6.6.3.

11. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

12. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

END OF SECTION 033000

SECTION 03 4800
PRECAST CONCRETE SPECIALTIES

PART 1-GENERAL

1.1 SUMMARY

A. These specifications are for a precast concrete boardwalk and shall be regarded as minimum standards for this project. These specifications are based upon products designed and supplied by:

PermaTrak North America LLC Ph:
504-535-9922

Ph: 877-332-7862

Fax: 704-541-3675

www.permatrak.com Contact:
Mr. Fritz Fromherz
ffromherz@permatrak.com

This item shall also include the design, specification, and construction of a railing and foundation system that is attached to the proposed boardwalk system.

1.2 ALTERNATE REQUIREMENTS: Alternates are allowed provided that the following minimum standards and these "Precast Concrete Boardwalk System" specifications are met.

A. "Minimum Standards" as outlined in section 1.3 below must be met.
B. A drawing of the precast boardwalk system (including tread layout, structural details designed for the design loads shown on the contract documents, foundation design and layout) must be submitted 2 weeks before the bid date and signed and sealed by a Professional Engineer licensed in the State of Alabama.
C. Submittal must meet the requirements set forth in section 1.6a.

1.3 MINIMUM STANDARDS: The selected boardwalk shall have the following minimum characteristics:

A. The precast system shall be designed as a modular flexible system allowing a prescribed settlement at pier locations. Joints shall be designed for such movement to occur without damage to the structural integrity of the system.

B. Boardwalk system (beams, treads, and curbs if applicable) must be reinforced precast concrete. A material change, including cast-in-place concrete, is not considered an equal to the design shown on the bid documents.

C. Walking surface (treads) shall be made of reinforced precast concrete, and supported by reinforced precast concrete beams. Where applicable, edges of treads will receive precast concrete curbs.

D. Walking surface (finish) of top surface of treads shall have a formliner finish with one of PermaTrak's standard textures (PermaGrip, PermaPlank, PermaSlate, Sandblast, Slate or Weathered Plank). Texture must be integral with the concrete and shall not be an applied post pour wearing surface.

E. Precast concrete treads shall be structural load bearing elements and shall interlock with one another via a "tongue and groove" connection.

F. All precast shall consist of integrally colored concrete in a color selected by the owner from one of PermaTrak's "standard colors".

G. DESIGN LOADS: Designed for the following live loads:
   1. Pedestrian live load of 90 psf.
   2. H10 Design Truck – 20,000 lbs. (Applicable for boardwalk clearance exceeding 10 ft.)

H. Treads shall maintain a "boardwalk appearance", specifically meaning each tread shall have a width: length ratio ranging from a minimum of 3:1 to a maximum of 14:1. Width is defined as the tread dimension perpendicular to the normal direction of travel. Length is defined as the tread dimension measured in the direction of travel.

I. Tread width shall be as noted on the contract drawings. Alignment should follow the horizontal and vertical alignment shown on the contract plans.

J. Connectors for curbs (if applicable) to treads shall not be visible to boardwalk users while viewed from the top of the walkway.

K. All tread-to-beam connectors shall be non-corrosive, and hidden from view. Metallic tread-to-beam connectors are not acceptable for this project.

L. Boardwalk supplier shall provide a field representative on site for a minimum of 2 days. Field representative shall be knowledgeable in the installation of precast concrete boardwalks.

1.4 QUALITY ASSURANCE

A. The contractor performing the installation of the pile foundations shall have installed piles of size and length similar to those shown on the plans for a minimum of three (3) years prior to the bid date for this project. The contractor shall submit a list containing at least three (3) projects completed in the last three (3) years on which the contractor has installed piles of a size and length similar to those shown on the plans. The list of projects shall contain names and phone numbers of owner's representatives who can verify the Contractor's participation on those projects.

B. Manufacturer Qualifications: Not less than 10 years experience in the actual production of precast products as described below.
   1. Components shall be factory fabricated and engineered by single entity. This entity shall be registered to do business in the State of Alabama.

2. Boardwalk supplier (Precaster) for the boardwalk shall have in-house color mixing facilities for color pigmentation.
3. Boardwalk supplier (Precaster) shall have either a minimum experience of 5 years or 50 boardwalk projects in design, production, and field consultation.
4. Boardwalk supplier (Precaster) must be certified by PCI or NPCA.
5. Precast components must be manufactured with the use of hot rolled steel skin in reinforced steel forms. Temporary (i.e., Timber) and/or single use forms are unacceptable unless approved in writing by the Boardwalk Engineer.

C. Acceptability Criteria for Treads and Curbs (if applicable): The finished visible (in the final installed position) surface shall have no obvious imperfections other than minimal color or texture variations from the approved samples or evidence of repairs when viewed in good typical daylight illumination with the unaided naked eye at a 20 ft. viewing distance. Appearance of the surface shall not be evaluated when light is illuminating the surface from an extreme angle as it tends to accentuate the minor surface irregularities. The following is a list of finish defects that shall be properly repaired, if obvious when viewed at a 20 ft. distance. Patching (by a trained skilled concrete repair person) is an acceptable repair method.

1. Ragged or irregular surfaces.
2. Excessive air voids (commonly called bug holes) larger than ¼ in. evident on the top surface of the tread or curbs (if applicable).
3. Adjacent flat and return surfaces with greater texture and/or color differences than the approved samples or mockups.
4. Casting and/or aggregate segregation lines evident from different concrete placement lifts and consolidation.
5. Visible mold joints or irregular surfaces.
6. Rust stains on exposed surfaces.
7. Units with excessive variation in texture and/or color from the approved samples, within the unit or compared with adjacent units.
8. Blocking stains evident on exposed surfaces.
9. Areas of backup concrete bleeding through the facing concrete.
10. Foreign material embedded in the surface.
11. Visible repairs at a 20 ft. viewing distance.
12. Reinforcement shadow lines.
13. Cracks visible at a 20 ft. viewings distance.

D. Installer Qualifications: Firm with 3 years experience in installation of systems similar in complexity to those required for this Project.

E. Mock-Up: Provide, if required by Architect/ Engineer, a mock-up for evaluation of the boardwalk showing the surface preparation techniques and application workmanship.

1. Finish areas designated by Architect / Engineer.
2. Do not proceed with remaining work until mock-up is accepted by Architect/ Engineer.
3. Refinish mock-up area as required to produce acceptable work.

1.5 DESIGN

A. For applications requiring minimum disturbance due to tree roots or other existing objects specified by the Owner to be avoided during construction, the Boardwalk Manufacturer requires the Contractor or Engineer/Architect to provide a survey of the proposed boardwalk location identifying items of interest including tree roots that cannot be disturbed per the Owner.

B. The designer of the boardwalk, foundation and railing system shall be a qualified registered Professional Engineer licensed in the State of Alabama and having a minimum of 20 years of experience in the design of concrete structures, foundation and railing systems.

C. DESIGN CRITERIA: The design of the boardwalk and railing system shall comply with the following guidelines:

1. AASHTO LRFD Guide Specifications for The Design of Pedestrian Bridges, 2nd Edition with 2015 Interim Revisions.
2. The Latest Version of AASHTO LRFD Bridge Design Specifications for Highway Bridges.
3. The Latest Version of American Concrete Institute Building Code and Commentary.
4. In addition to the dead loads of the system, the structure shall be designed for the live loads defined in Section 1.3.E above.

1.6 SUBMISSIONS: Prior to the start of fabrication or construction, the Contractor shall submit to the Engineer a design package, which shall include, but is not limited to, the following:

A. PRELIMINARY SUBMISSIONS: Prior to the start of fabrication or construction, the Contractor shall submit to the Engineer a design package, which shall include but not limited to the following:

1. DETAILED PLANS:

a. REGISTRATION / SEAL: Sealed by a licensed Professional Engineer (Alabama).
b. PLAN VIEW: Full plan view of the boardwalk, foundation and railing system drawn to scale. The plan view must reflect the proposed horizontal alignment as shown on the design plans.
c. ELEVATION VIEW: Full elevation view of the boardwalk, railing and foundation system drawn to scale which reflect the actual vertical alignment. Elevation views shall indicate the elevation at the top and bottom of the boardwalk and foundation system components, horizontal and vertical break points, and location of the finished grade.
d. DETAILS: Details of all boardwalk and railing system components and their connections such as the length, size and where changes occur; connections; etc.
e. CODE REFERENCE: Design parameters used along with AASHTO references.

2. DESIGN COMPUTATIONS: computations shall:

a. Be stamped by a licensed Professional Engineer in the State of Alabama.
b. Clearly refer to the applicable AASHTO provisions.

c. Include documentation of computer programs including all design parameters.
d. Clearly show that all reinforced precast treads and beams meet AASHTO requirements for the loading per Section 1.3.F.
e. Include sketches of reinforcement in treads and beams, shear and moment diagrams, and all equations used shall be referenced to applicable code.

3. CONSTRUCTION SPECIFICATIONS:

a. Construction methods specific to the boardwalk vendor chosen. Submittal requirements such as certification, quality and acceptance/rejection criteria shall be included. Details on connection of boardwalk units and foundation system such that assurance of uniform load transfer shall be checked.

B. FINAL SUBMISSION: Once a boardwalk, foundation and railing system design has been reviewed and accepted by the Owner, the Contractor shall submit the final plans. The designer of the boardwalk, foundation and railing system is responsible for the review of any drawings prepared for fabrication. One set of all approved shop drawings shall be submitted to the Engineer's permanent records.

C. SUBMITTALS: Product Data: Submit Manufacturer's technical product data for railing components and accessories.

Manufacturer to supply submittal drawings for approval to include the following:

1. Section-thru details.
2. Mounting methods.
3. Typical Elevations.
4. Key plan layout.

D. SHOP DRAWINGS: Shop drawings shall:
a. Be stamped by a licensed Professional Engineer in the State of Alabama.
b. Show actual field conditions and true elevation and location supplied after field verification.
c. Clearly detail reinforcement in beams, treads and curbs including clear dimension from concrete edge, size and amount of rebar.
d. Clearly state concrete reinforcement strength and epoxy coating where required as well as component weight and lifting locations.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

B. Field Measurements: Where handrails and railings are indicated to fit to other construction, check actual dimensions of other construction by accurate field measurements before fabrication; show recorded measurements on final shop drawings:

1. Where field measurements cannot be made without delaying the railing fabrication and delivery, obtain guaranteed dimensions in writing by the Contractor and proceed with fabrication of products so as not to delay fabrication, delivery and installation.

C. Coordinate fabrication and delivery schedule of handrails with construction progress and sequence to avoid delay of railing installation.

1.8 WARRANTY:

A. Contractor will be responsible for installation defects associated with the boardwalk and abutment components, foundation system, and railings for a period of 12 calendar months from the date of final acceptance by the Owner.

B. Boardwalk manufacturer shall warranty all precast concrete components against defects in material and workmanship for a period of 10 years.

C. Railing manufacturer shall warranty the railing against defects in materials and workmanship for a period of 12 months.

1.9 MEASUREMENT AND PAYMENT

A. Precast concrete boardwalk, railings, and foundations shall be paid for at the contract lump sum price as listed in the bid proposal for “Precast Concrete Boardwalk”. This price shall include all materials, equipment, labor and work necessary for and incidental to the design, construction, delivery, unloading, assembly, and placement of the boardwalk and foundation as shown in the contract plans including all railings on the superstructure.

PART 2-MATERIALS & TESTING

2.1 PRECAST CONCRETE: shall conform to the following:

a. The minimum compressive strength of the concrete shall be 4000 psi measured at 28 days.
b. All precast concrete shall contain fiber reinforcing as well as structural steel reinforcement as designed by the Engineer of record.
c. All precast concrete components shall be air entrained composed of Portland cement, fine and course aggregates, admixtures and water. The air-entraining feature may be obtained by the use of either an air entraining Portland cement or an air entraining admixture. The entrained air-content shall be not less than four percent or more than seven percent.

PART 3 - EXECUTION

1.1 PRECAST CONCRETE BOARDWALK

A. Installation of the precast concrete boardwalk system and railings, if applicable, shall be performed in accordance to the approved plans and manufacturers installation instructions. Boardwalk manufacturer shall provide a field representative to review installation instructions with the Contractor and Engineer and to certify that the installation has been performed according to the approved drawings and manufacturer’s instructions.

END OF SECTION

SECTION 26 0500

OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY AND ARC FLASH HAZARD STUDY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes computer-based, fault-current and overcurrent protective device coordination studies, and ARC flash studies. Protective devices shall be set based on results of the protective device coordination study.

1.3 ACTION SUBMITTALS

A. Product Data: For computer software program to be used for studies.

B. Other Action Submittals: The following submittals shall be made after the approval process for system protective devices has been completed. Submittals shall be in digital form.

1. Coordination-study input data, including completed computer program input data sheets.

2. Study and Equipment Evaluation Reports.

3. Coordination-Study Report.

4. ARC Flash Hazard Report

1.4 INFORMATIONAL SUBMITTALS

A. Product Certificates: For coordination-study, fault-current-study, ARC Flash Hazard computer software programs, certifying compliance with IEEE 399 and 1584.

1.5 QUALITY ASSURANCE

A. Studies shall use computer programs that are distributed nationally and are in wide use. Software algorithms shall comply with requirements of standards and guides specified in this Section. Manual calculations are not acceptable.

B. Study Specialist Qualifications: An entity experienced in the application of computer software used for studies, having performed successful studies of similar magnitude on electrical distribution systems using similar devices.

1. Professional engineer, licensed in the state where Project is located, shall be responsible for the study. All elements of the study shall be performed under the direct supervision

and control of engineer.

C. Comply with IEEE 242 for short-circuit currents and coordination time intervals.

D. Comply with IEEE 399 for general study procedures.

E. Comply with IEEE 1584 for Arc-Flash hazard calculations.

PART 2 - PRODUCTS

2.1 COMPUTER SOFTWARE DEVELOPERS

A. Computer Software Developers: Subject to compliance with requirements, provide products by one of the following:

1. SKM Systems Analysis, Inc.

2.2 COMPUTER SOFTWARE PROGRAM REQUIREMENTS

A. Comply with IEEE 399 and 1584.

B. Analytical features of fault-current-study computer software program shall include "mandatory," "very desirable," and "desirable" features as listed in IEEE 399.

C. Computer software program shall be capable of plotting and diagramming time-current-characteristic curves as part of its output. Computer software program shall report device settings and ratings of all overcurrent protective devices and shall demonstrate selective coordination by computer-generated, time-current coordination plots.

1. Optional Features:

a. Arcing faults.

b. Simultaneous faults.

c. Explicit negative sequence.

d. Mutual coupling in zero sequence.

D. Computer software program shall be capable of determining: bolted fault currents, arc fault currents, protective device characteristics, duration of arcs, incident energy for all equipment, flash-boundary of all equipment.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine Project overcurrent protective device submittals for compliance with electrical distribution system coordination requirements and other conditions affecting performance. Devices to be coordinated are indicated on Drawings.

1. Proceed with coordination study only after relevant equipment submittals have been assembled. Overcurrent protective devices that have not been submitted and approved prior to coordination study may not be used in study.

3.2 POWER SYSTEM DATA

A. Gather and tabulate the following input data to support coordination study:

1. Product Data for overcurrent protective devices specified in other electrical Sections and involved in overcurrent protective device coordination studies. Use equipment designation tags that are consistent with electrical distribution system diagrams, overcurrent protective device submittals, input and output data, and recommended device settings.

2. Impedance of utility service entrance.

3. Electrical Distribution System Diagram: In hard-copy and electronic-copy formats, showing the following:

a. Circuit-breaker and fuse-current ratings and types.

b. Relays and associated power and current transformer ratings and ratios.

c. Transformer kilovolt amperes, primary and secondary voltages, connection type, impedance, and X/R ratios.

d. Generator kilovolt amperes, size, voltage, and source impedance.

e. Cables: Indicate conduit material, sizes of conductors, conductor material, insulation, and length.

f. Busway ampacity and impedance.

g. Motor horsepower and code letter designation according to NEMA MG 1.

4. Data sheets to supplement electrical distribution system diagram, cross-referenced with tag numbers on diagram, showing the following:

a. Special load considerations, including starting inrush currents and frequent starting and stopping.

b. Transformer characteristics, including primary protective device, magnetic inrush current, and overload capability.

c. Motor full-load current, locked rotor current, service factor, starting time, type of start, and thermal-damage curve.

d. Generator thermal-damage curve.

e. Ratings, types, and settings of utility company's overcurrent protective devices.

f. Special overcurrent protective device settings or types stipulated by utility company.

g. Time-current-characteristic curves of devices indicated to be coordinated.

h. Manufacturer, frame size, interrupting rating in amperes rms symmetrical, ampere or current sensor rating, long-time adjustment range, short-time adjustment range, and instantaneous adjustment range for circuit breakers.

i. Manufacturer and type, ampere-tap adjustment range, time-delay adjustment range, instantaneous attachment adjustment range, and current transformer ratio for overcurrent relays.

j. Panelboards, switchboards, motor-control center ampacity, and interrupting rating in amperes rms symmetrical.

3.3 FAULT-CURRENT STUDY

A. Calculate the maximum available short-circuit current in amperes rms symmetrical at circuit-breaker positions of the electrical power distribution system. The calculation shall be for a current immediately after initiation and for a three-phase bolted short circuit.

B. Calculate momentary and interrupting duties on the basis of maximum available fault current.

C. Calculations to verify interrupting ratings of overcurrent protective devices shall comply with IEEE 241 and IEEE 242.

1. Transformers:

a. ANSI C57.12.10.

b. ANSI C57.12.22.

c. ANSI C57.12.40.

d. IEEE C57.12.00.

e. IEEE C57.96.

2. Low-Voltage Circuit Breakers: IEEE 1015 and IEEE C37.20.1.

D. Calculate Arc-Flash hazards per IEEE 1584.

E. Study Report:

1. Show calculated X/R ratios and equipment interrupting rating (1/2-cycle) fault currents on electrical distribution system diagram.

F. Equipment Evaluation Report:

1. For 600-V overcurrent protective devices, ensure that interrupting ratings are equal to or higher than calculated 1/2-cycle symmetrical fault current.

2. For devices and equipment rated for asymmetrical fault current, apply multiplication factors listed in the standards to 1/2-cycle symmetrical fault current.

3. Verify adequacy of phase conductors at maximum three-phase bolted fault currents; verify adequacy of equipment grounding conductors and grounding electrode conductors at maximum ground-fault currents. Ensure that short-circuit withstand ratings are equal to or higher than calculated 1/2-cycle symmetrical fault current.

3.4 COORDINATION STUDY

A. Perform coordination study using approved computer software program. Prepare a written report using results of fault-current study. Comply with IEEE 399.

1. Calculate the maximum and minimum 1/2-cycle short-circuit currents.

2. Calculate the maximum and minimum ground-fault currents.

B. Comply with IEEE 241 recommendations for fault currents and time intervals.

C. Transformer Primary Overcurrent Protective Devices:

1. Device shall not operate in response to the following:

a. Inrush current when first energized.

b. Self-cooled, full-load current or forced-air-cooled, full-load current, whichever is specified for that transformer.

c. Permissible transformer overloads according to IEEE C57.96 if required by unusual loading or emergency conditions.

2. Device settings shall protect transformers according to IEEE C57.12.00, for fault currents.

D. Conductor Protection: Protect cables against damage from fault currents according to ICEA P-32-382, ICEA P-45-482, and conductor melting curves in IEEE 242. Demonstrate that equipment withstands the maximum short-circuit current for a time equivalent to the tripping time of the primary relay protection or total clearing time of the fuse. To determine temperatures that damage insulation, use curves from cable manufacturers or from listed standards indicating conductor size and short-circuit current.

E. Coordination-Study Report: Prepare a written report indicating the following results of coordination study:

1. Tabular Format of Settings Selected for Overcurrent Protective Devices:

a. Device tag.

b. Relay-current transformer ratios; and tap, time-dial, and instantaneous-pickup values.

c. Circuit-breaker sensor rating; and long-time, short-time, and instantaneous settings.

d. Fuse-current rating and type.

e. Ground-fault relay-pickup and time-delay settings.

2. Coordination Curves: Prepared to determine settings of overcurrent protective devices to achieve selective coordination. Graphically illustrate that adequate time separation exists between devices installed in series, including power utility company's upstream devices. Prepare separate sets of curves for the switching schemes and for emergency periods where the power source is local generation. Show the following information:

a. Device tag.

b. Voltage and current ratio for curves.

c. Three-phase and single-phase damage points for each transformer.

d. No damage, melting, and clearing curves for fuses.

e. Cable damage curves.

f. Transformer inrush points.

g. Maximum fault-current cutoff point.

F. Completed data sheets for setting of overcurrent protective devices.

3.5 ARC FLASH STUDY REPORT

A. Tabular format showing the following:

1. Bus Name

2. Protective Device Name

3. Bus kV

4. Bus Bolted Fault (kA)

5. Bus Arcing Fault (kA)

6. Protective Device Bolted Fault (kA)

7. Protective Device Arcing Fault (kA)

8. Trip/Delay Time

9. Breaker Opening Time

10. Ground

11. Equipment Type

12. Gap (mm)

13. Arc Flash Boundary (in)
14. Working Distance (in)

15. Incident Energy (cal/cm2)

16. PPE Level

B. Provide labels for all equipment Per NEC 70E, NEC 70, OSHA, and IEEE

1584. END OF SECTION 260500

SECTION 26 0519

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Copper building wire rated 600 V or less.

2. Connectors, splices, and terminations rated 600 V and less.

B. Related Requirements:

1. Section 271500 "Communications Horizontal Cabling" for cabling used for voice and data circuits.

1.2 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE

A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.

B. Standards:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

2. RoHS compliant.

3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

C. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.

D. Conductor Insulation:

1. Type RHH and Type RHW-2: Comply with UL 44.

2. Type USE-2 and Type SE: Comply with UL 854.

3. Type THHN and Type THWN-2: Comply with UL 83.

4. Type THW and Type THW-2: Comply with NEMA WC-70/ICEA S-95-658 and UL 83.

5. Type XHHW-2: Comply with UL 44.]

2.2 CONNECTORS AND SPLICES

A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

B. Jacketed Cable Connectors: For steel and aluminum jacketed cables, zinc die-cast with set screws, designed to connect conductors specified in this Section.

C. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.

1. Material: Copper.

2. Type: Two hole with standard barrels.

3. Termination: Compression.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

A. Feeders: Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

B. Feeders: Copper for feeders smaller than No. 4 AWG; copper or aluminum for feeders No. 4 AWG and larger. Conductors shall be solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

C. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

D. Branch Circuits: Copper. Solid for No. 12 AWG and smaller; stranded for No. 10 AWG and larger.

E. Power-Limited Fire Alarm and Control: Solid for No. 12 AWG and smaller.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

A. Service Entrance: Type XHHW-2, single conductors in raceway.

B. Exposed Feeders: Type THHN/THWN-2, single conductors in raceway.

C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspaces: Type THHN/THWN-2, single conductors in raceway.

D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type XHHW-2, single conductors in raceway.

E. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN/THWN-2, single conductors in raceway.

F. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN/THWN-2, single conductors in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.

B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.

C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

3.4 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.

B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

C. Wiring at Outlets: Install conductor at each outlet, with at least 12 inches (300 mm) of slack.

3.5 IDENTIFICATION

A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."

B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.7 FIRESTOPPING

A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 078413 "Penetration Firestopping."

END OF SECTION 260519

SECTION 26 0526

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes grounding and bonding systems and equipment.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 QUALITY ASSURANCE

A. Testing Agency Qualifications: Certified by NETA.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with UL 467 for grounding and bonding materials and equipment.

2.2 CONDUCTORS

A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.

B. Bare Copper Conductors:

1. Solid Conductors: ASTM B 3.

2. Stranded Conductors: ASTM B 8.

3. Tinned Conductors: ASTM B 33.

4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.

5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.

6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.

7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.

2.3 CONNECTORS

A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.

B. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

C. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

D. Beam Clamps: Mechanical type, terminal, ground wire access from four directions, with dual, tin-plated or silicon bronze bolts.

E. Cable-to-Cable Connectors: Compression type, copper or copper alloy.

F. Cable Tray Ground Clamp: Mechanical type, zinc-plated malleable iron.

G. Conduit Hubs: Mechanical type, terminal with threaded hub.

H. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.

I. Lay-in Lug Connector: Mechanical type, copper rated for direct burial terminal with set screw.

J. Signal Reference Grid Clamp: Mechanical type, stamped-steel terminal with hex head screw.

K. Straps: Solid copper, copper lugs. Rated for 600 A.

L. Tower Ground Clamps: Mechanical type, copper or copper alloy, terminal two-piece clamp.

M. U-Bolt Clamps: Mechanical type, copper or copper alloy, terminal listed for direct burial.

N. Water Pipe Clamps:

1. Mechanical type, two pieces with zinc-plated bolts.

    a. Material: Die-cast zinc alloy.

    b. Listed for direct burial.

2. U-bolt type with malleable-iron clamp and copper ground connector rated for direct burial.

2.4 GROUNDING ELECTRODES

A. Ground Rods: Copper-clad steel; 5/8 by 96 inches (16 by 2400 mm).

B. Ground Plates: 1/4 inch (6 mm) thick, hot-dip galvanized.

PART 3 - EXECUTION

3.1 APPLICATIONS

A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.

B. Underground Grounding Conductors: Install bare tinned-copper conductor, No. 2/0 AWG minimum.

1. Bury at least 24 inches (600 mm) below grade.

C. Conductor Terminations and Connections:

1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.

2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.

3. Connections to Ground Rods at Test Wells: Bolted connectors.

4. Connections to Structural Steel: Welded connectors.

3.2 GROUNDING AT THE SERVICE

A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

3.3 GROUNDING SEPARATELY DERIVED SYSTEMS

3.4 EQUIPMENT GROUNDING

A. Install insulated equipment grounding conductors with all feeders and branch circuits.

B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:

1. Feeders and branch circuits.

2. Lighting circuits.

3. Receptacle circuits.

4. Single-phase motor and appliance branch circuits.

5. Three-phase motor and appliance branch circuits.

6. Flexible raceway runs.

7. X-Ray Equipment Circuits: Install insulated equipment grounding conductor in circuits supplying x-ray equipment.

C. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct- mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.

D. Water Heater, Heat-Tracing, and Antifrost Heating Cables: Install a separate insulated equipment grounding conductor to each electric water heater and heat-tracing cable. Bond conductor to heater units, piping, connected equipment, and components.

E. Poles Supporting Outdoor Lighting Fixtures: Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.

3.5 INSTALLATION

A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

B. Ground Rods: Drive rods until tops are 2 inches (50 mm) below finished floor or final grade unless otherwise indicated.

1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.

C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.

1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.

2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.

3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

D. Grounding and Bonding for Piping:

1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.

2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.

3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.

3.6 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Tests and Inspections:

1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.

2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.

3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at individual ground rods. Make tests at ground rods before any conductors are connected.

a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.

b. Perform tests by fall-of-potential method according to IEEE 81.

4. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.

C. Grounding system will be considered defective if it does not pass tests and inspections.

D. Prepare test and inspection reports.

E. Report measured ground resistances that exceed the following values:

1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 ohms.

2. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: 5 ohms.

3. Power Distribution Units or Panelboards Serving Electronic Equipment: 1 ohm(s).

F. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

SECTION 26 0533

RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Metal conduits and fittings.

2. Nonmetallic conduits and fittings.

3. Metal wireways and auxiliary gutters.

4. Surface raceways.

5. Boxes, enclosures, and cabinets.

B. Related Requirements:

1. Section 078413 "Penetration Firestopping" for firestopping at conduit and box entrances.

PART 2 - PRODUCTS

2.1 METAL CONDUITS AND FITTINGS

A. Metal Conduit:

1. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2. GRC: Comply with ANSI C80.1 and UL 6.

3. IMC: Comply with ANSI C80.6 and UL 1242.

4. EMT: Comply with ANSI C80.3 and UL 797.

5. FMC: Comply with UL 1; zinc-coated steel.

6. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.

B. Metal Fittings: Comply with NEMA FB 1 and UL 514B.

1. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2. Fittings, General: Listed and labeled for type of conduit, location, and use.

3. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 1203 and NFPA 70.

4. Fittings for EMT:

   a. Material: Steel.

   b. Type: compression.

5. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.

6. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch (1 mm), with overlapping sleeves protecting threaded joints.

C. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS AND FITTINGS

A. Nonmetallic Conduit:

B. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

1. ENT: Comply with NEMA TC 13 and UL 1653.

2. RNC: Type EPC-40-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.

3. LFNC: Comply with UL 1660.

C. Nonmetallic Fittings:

1. Fittings, General: Listed and labeled for type of conduit, location, and use.

2. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.

3. Fittings for LFNC: Comply with UL 514B.

4. Solvents and Adhesives: As recommended by conduit manufacturer.

2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

A. Description: Sheet metal, complying with UL 870 and NEMA 250, Type as required for environment and sized according to NFPA 70.

1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

2.4 BOXES, ENCLOSURES, AND CABINETS

A. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.

B. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.

C. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, aluminum, Type FD, with gasketed cover.

D. Metal Floor Boxes:

1. Material: As indicated.

2. Type: As indicated.

3. Shape: Rectangular.

4. Listing and Labeling: Metal floor boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

E. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb (23 kg). Outlet boxes designed for attachment of luminaires weighing more than 50 lb (23 kg) shall be listed and marked for the maximum allowable weight.

F. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

G. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum with gasketed cover.

H. Box extensions used to accommodate new building finishes shall be of same material as recessed box.

I. Device Box Dimensions: 4 inches square by 2-1/8 inches deep (100 mm square by 60 mm deep).

J. Gangable boxes are allowed.

K. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type as required for environment, with continuous-hinge cover with flush latch unless otherwise indicated.

1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.

2. Nonmetallic Enclosures: Plastic.

3. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.

L. Cabinets:

1. NEMA 250, Type as required for environment, galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
2. Hinged door in front cover with flush latch and concealed hinge.

3. Key latch to match panelboards.

4. Metal barriers to separate wiring of different systems and voltage.

5. Accessory feet where required for freestanding equipment.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

A. Outdoors: Apply raceway products as specified below unless otherwise indicated:

1. Exposed Conduit: GRC.

2. Concealed Conduit, Aboveground: GRC.

3. Underground Conduit: RNC, Type EPC-40-PVC, direct buried.

4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.

5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.

B. Indoors: Apply raceway products as specified below unless otherwise indicated.

1. Exposed, Not Subject to Physical Damage: EMT.

2. Exposed, Not Subject to Severe Physical Damage: EMT.

3. Exposed and Subject to Severe Physical Damage: IMC. Raceway locations include the following:

a. Loading dock.

b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.

c. Mechanical rooms.

4. Concealed in Ceilings and Interior Walls and Partitions: EMT.

5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.

6. Damp or Wet Locations: IMC.

7. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations.

C. Minimum Raceway Size: 3/4-inch (21-mm) trade size.

D. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.

2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.

3. EMT: Use compression, steel fittings. Comply with NEMA FB 2.10.

4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.

E. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.

F. Install surface raceways only where indicated on Drawings.

G. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F (49 deg C).

3.2 INSTALLATION

A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.

B. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.

C. Do not install raceways or electrical items on any "explosion-relief" walls or rotating equipment.

D. Do not fasten conduits onto the bottom side of a metal deck roof.

E. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

F. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.

G. Arrange stub-ups so curved portions of bends are not visible above finished slab.

H. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches (300 mm) of changes in direction.

I. Make bends in raceway using large-radius preformed ells. Field bending shall be according to NFPA 70 minimum radii requirements. Use only equipment specifically designed for material and size involved.

J. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.

K. Support conduit within 12 inches (300 mm) of enclosures to which attached.

L. Raceways Embedded in Slabs:

1. Run conduit larger than 1-inch (27-mm) trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support. Secure raceways to reinforcement at maximum 10-foot (3-m) intervals.

2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.

3. Arrange raceways to keep a minimum of 2 inches (50 mm) of concrete cover in all directions.

4. Do not embed threadless fittings in concrete unless specifically approved by Architect for each specific location.

5. Change from ENT to IMC before rising above floor.

M. Stub-ups to Above Recessed Ceilings:

1. Use EMT, IMC, or RMC for raceways.

2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.

N. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

O. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.

P. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.

Q. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch (35-mm) trade size and insulated throat metal bushings on 1-1/2-inch (41-mm) trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.

R. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.

S. Surface Raceways:

1. Install surface raceway with a minimum 2-inch (50-mm) radius control at bend points.

2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches (1200 mm) and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.

T. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces.

U. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:

1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.

2. Where an underground service raceway enters a building or structure.

3. Conduit extending from interior to exterior of building.

4. Conduit extending into pressurized duct and equipment.

5. Conduit extending into pressurized zones that are automatically controlled to maintain different pressure set points.

6. Where otherwise required by NFPA 70.

V. Expansion-Joint Fittings:

1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F (17 deg C) and that has straight-run length that exceeds 25 feet (7.6 m).

2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:

a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F (70 deg C) temperature change.

b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F (86 deg C) temperature change.

c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F (70 deg C) temperature change.

d. Attics: 135 deg F (75 deg C) temperature change.

3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per degree F (0.06 mm per meter of length of straight run per degree C) of temperature change for PVC conduits.
4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.

5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.

W. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 36 inches (915 mm) of flexible conduit for recessed and semirecessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.

1. Use LFMC in damp or wet locations subject to severe physical damage.

2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.

X. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.

Y. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between the box and cover plate or the supported equipment and box.

Z. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.

AA. Locate boxes so that cover or plate will not span different building finishes.

BB. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.

CC. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

DD. Set metal floor boxes level and flush with finished floor surface.

3.3 INSTALLATION OF UNDERGROUND CONDUIT

A. Direct-Buried Conduit:

1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified in Section 312000 "Earth Moving" for pipe less than 6 inches (150 mm) in nominal diameter.

2. Install backfill as specified in Section 312000 "Earth Moving."

3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches (300 mm) of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Section 312000 "Earth Moving."

4. Install manufactured duct elbows for stub-up at poles and equipment and at building entrances through floor unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.

5. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.

   a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches (75 mm) of concrete for a minimum of 12 inches (300 mm) on each side of the coupling.

   b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches (1500 mm) from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.

6. Underground Warning Tape: Comply with requirements in Section 260553 "Identification for Electrical Systems."

3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.

B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch (12.5-mm) sieve to No. 4 (4.75-mm) sieve and compacted to same density as adjacent undisturbed earth.

C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch (25 mm) above finished grade.

D. Install handholes with bottom below frost line, below grade.

E. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

3.5 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.6 FIRESTOPPING

A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

3.7 PROTECTION

A. Protect coatings, finishes, and cabinets from damage and deterioration.

1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.

2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

SECTION 26 0544

SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Sleeves for raceway and cable penetration of non-fire-rated construction walls and floors.
2. Sleeve-seal systems.
3. Sleeve-seal fittings.
4. Grout.
5. Silicone sealants.

B. Related Requirements:

1. Section 078413 "Penetration Firestopping" for penetration firestopping installed in fire-resistance-rated walls, horizontal assemblies, and smoke barriers, with and without penetrating items.

PART 2 - PRODUCTS

2.1 SLEEVES

A. Wall Sleeves:

1. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, plain ends.
2. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop unless otherwise indicated.

B. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies: Galvanized-steel sheet; 0.0239-inch (0.6-mm) minimum thickness; round tube closed with welded longitudinal joint, with tabs for screw-fastening the sleeve to the board.

C. Sleeves for Rectangular Openings:

1. Material: Galvanized sheet steel.
2. Minimum Metal Thickness:

a. For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and with no side larger than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).

b. For sleeve cross-section rectangle perimeter 50 inches (1270 mm) or more and one or more sides larger than 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).

2.2 SLEEVE-SEAL SYSTEMS

A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.

1. Sealing Elements: EPDM rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.

2. Pressure Plates: Carbon steel.

3. Connecting Bolts and Nuts: Carbon steel, with corrosion-resistant coating, of length required to secure pressure plates to sealing elements.

2.3 SLEEVE-SEAL FITTINGS

A. Description: Manufactured plastic, sleeve-type, waterstop assembly made for embedding in concrete slab or wall. Unit shall have plastic or rubber waterstop collar with center opening to match piping OD.

2.4 GROUT

A. Description: Nonshrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.

B. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.

C. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.

D. Packaging: Premixed and factory packaged.

2.5 SILICONE SEALANTS

A. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below.

1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces that are not fire rated.

B. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.

PART 3 - EXECUTION

3.1 SLEEVE INSTALLATION FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

A. Comply with NECA 1.

B. Comply with NEMA VE 2 for cable tray and cable penetrations.

C. Sleeves for Conduits Penetrating Above-Grade Non-Fire-Rated Concrete and Masonry-Unit Floors and Walls:

1. Interior Penetrations of Non-Fire-Rated Walls and Floors:

a. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Section 079200 "Joint Sealants."

b. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect material while curing.

2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.

3. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and raceway or cable unless sleeve seal is to be installed.

4. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.

5. Install sleeves for floor penetrations. Extend sleeves installed in floors 2 inches (50 mm) above finished floor level. Install sleeves during erection of floors.

D. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies:

1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.

2. Seal space outside of sleeves with approved joint compound for gypsum board assemblies.

E. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.

F. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.

G. Underground, Exterior-Wall and Floor Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between raceway or cable and sleeve for installing sleeve-seal system.

3.2 SLEEVE-SEAL-SYSTEM INSTALLATION

A. Install sleeve-seal systems in sleeves in exterior concrete walls and slabs-on-grade at raceway entries into building.

B. Install type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.3 SLEEVE-SEAL-FITTING INSTALLATION

A. Install sleeve-seal fittings in new walls and slabs as they are constructed.

B. Assemble fitting components of length to be flush with both surfaces of concrete slabs and walls. Position waterstop flange to be centered in concrete slab or wall.

C. Secure nailing flanges to concrete forms.

D. Using grout, seal the space around outside of sleeve-seal

fittings. END OF SECTION 260544

SECTION 26 0553
IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Color and legend requirements for raceways, conductors, and warning labels and signs.

2. Labels.

3. Bands and tubes.

4. Tapes and stencils.

5. Tags.

6. Signs.

7. Cable ties.

8. Paint for identification.

9. Fasteners for labels and signs.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each type of label and sign to illustrate composition, size, colors, lettering style, mounting provisions, and graphic features of identification products.

C. Delegated-Design Submittal: For arc-flash hazard study.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Comply with ASME A13.1 and IEEE C2.

B. Comply with NFPA 70.

C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.

D. Comply with ANSI Z535.4 for safety signs and labels.

E. Comply with NFPA 70E and Section 260573.19 "Arc-Flash Hazard Analysis" requirements for arc-flash warning labels.

F. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

G. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.

1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.2 COLOR AND LEGEND REQUIREMENTS

A. Raceways and Cables Carrying Circuits at 600 V or Less:

1. Black letters on an orange field.

2. Legend: Indicate voltage and system or service type.

B. Color-Coding for Phase- and Voltage-Level Identification, 600 V or Less: Use colors listed below for ungrounded service and feeder conductors.

1. Color shall be factory applied or field applied for sizes larger than No. 8 AWG if authorities having jurisdiction permit.

2. Colors for 208/120-V Circuits:

a. Phase A: Black.

b. Phase B: Red.

c. Phase C: Blue.

3. Colors for 240-V Circuits:

a. Phase A: Black.

b. Phase B: Red.

4. Colors for 480/277-V Circuits:

a. Phase A: Brown.

b. Phase B: Orange.

c. Phase C: Yellow.

5. Color for Neutral: White for 120/208-V and gray for 277/480-V.

6. Color for Equipment Grounds: Bare copper or Green.

7. Colors for Isolated Grounds: Green with white stripe.

C. Warning Label Colors:

1. Identify system voltage with black letters on an orange background.

D. Warning labels and signs shall include, but are not limited to, the following legends:

1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."

2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."

E. Equipment Identification Labels:

1. Black letters on a white field.

2.3 LABELS

A. Vinyl Wraparound Labels: Preprinted, flexible labels laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing label ends.

B. Snap-around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeves, with diameters sized to suit diameter and that stay in place by gripping action.

C. Self-Adhesive Wraparound Labels: Preprinted, 3-mil- (0.08-mm-) thick, polyester flexible label with acrylic pressure-sensitive adhesive.

1. Self-Lamination: Clear; UV-, weather- and chemical-resistant; self-laminating, protective shield over the legend. Labels sized such that the clear shield overlaps the entire printed legend.

2. Marker for Labels: Machine-printed, permanent, waterproof, black ink recommended by printer manufacturer.

D. Self-Adhesive Labels: Vinyl, thermal, transfer-printed, 3-mil- (0.08-mm-) thick, multicolor, weather- and UV-resistant, pressure-sensitive adhesive labels, configured for intended use and location.

1. Minimum Nominal Size:

a. 1-1/2 by 6 inches (37 by 150 mm)for raceway and conductors.

b. 3-1/2 by 5 inches (76 by 127 mm)for equipment.

c. As required by authorities having jurisdiction.

2.4 BANDS AND TUBES

A. Snap-around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeves, 2 inches (50 mm) long, with diameters sized to suit diameter and that stay in place by gripping action.

B. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tubes with machine-printed identification labels, sized to suit diameters of and shrunk to fit firmly around item being identified. Full shrink recovery occurs at a maximum of 200 deg F (93 deg C). Comply with UL 224.

2.5 TAPES AND STENCILS

A. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

B. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide; compounded for outdoor use.

C. Tape and Stencil: 4-inch- (100-mm-) wide black stripes on 10-inch (250-mm) centers placed diagonally over orange background and is 12 inches (300 mm) wide. Stop stripes at legends.

D. Floor Marking Tape: 2-inch- (50-mm-) wide, 5-mil (0.125-mm) pressure-sensitive vinyl tape, with yellow and black stripes and clear vinyl overlay.

E. Underground-Line Warning Tape:

1. Tape:

a. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.

b. Printing on tape shall be permanent and shall not be damaged by burial operations.

c. Tape material and ink shall be chemically inert and not subject to degradation when exposed to acids, alkalis, and other destructive substances commonly found in soils.

2. Color and Printing:

a. Comply with ANSI Z535.1, ANSI Z535.2, ANSI Z535.3, ANSI Z535.4, and ANSI Z535.5.

b. Inscriptions for Red-Colored Tapes: "ELECTRIC LINE, HIGH VOLTAGE" Insert inscription.

c. Inscriptions for Orange-Colored Tapes: "TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE".

F. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch (25 mm).

2.6 TAGS

A. Write-on Tags:

1. Polyester Tags: 0.010 inch (0.25 mm) thick, with corrosion-resistant grommet and cable tie for attachment.

2. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.

2.7 SIGNS

A. Baked-Enamel Signs:

1. Preprinted aluminum signs, high-intensity reflective, punched or drilled for fasteners, with colors, legend, and size required for application.

2. 1/4-inch (6.4-mm) grommets in corners for mounting.

3. Nominal Size: 7 by 10 inches (180 by 250 mm).

B. Metal-Backed Butyrate Signs:

1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs, with 0.0396-inch (1-mm) galvanized-steel backing, punched and drilled for fasteners, and with colors, legend, and size required for application.

2. 1/4-inch (6.4-mm) grommets in corners for mounting.

3. Nominal Size: 10 by 14 inches (250 by 360 mm).

C. Laminated Acrylic or Melamine Plastic Signs:

1. Engraved legend.

2. Thickness:

a. For signs up to 20 sq. in. (129 sq. cm), minimum 1/16 inch (1.6 mm) thick.

b. For signs larger than 20 sq. in. (129 sq. cm), 1/8 inch (3.2 mm) thick.

c. Engraved legend with black letters on white face.

d. Punched or drilled for mechanical fasteners with 1/4-inch (6.4-mm) grommets in corners for mounting.

e. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.8 CABLE TIES

A. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, and

Type 6/6 nylon.

1. Minimum Width: 3/16 inch (5 mm).

2. Tensile Strength at 73 Deg F (23 Deg C) according to ASTM D 638: 12,000 psi (82.7 MPa).

3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).

4. Color: Black, except where used for color-coding.

B. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.

1. Minimum Width: 3/16 inch (5 mm).

2. Tensile Strength at 73 Deg F (23 Deg C) according to ASTM D 638: 12,000 psi (82.7 MPa).

3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).

4. Color: Black.

C. Plenum-Rated Cable Ties: Self-extinguishing, UV stabilized, one piece, and self-locking.

1. Minimum Width: 3/16 inch (5 mm).

2. Tensile Strength at 73 Deg F (23 Deg C) according to ASTM D 638: 7000 psi (48.2 MPa).

3. UL 94 Flame Rating: 94V-0.

4. Temperature Range: Minus 50 to plus 284 deg F (Minus 46 to plus 140 deg C).

5. Color: Black.

2.9 MISCELLANEOUS IDENTIFICATION PRODUCTS

A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Retain paint system applicable for surface material and location (exterior or interior).

B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.

B. Install identifying devices before installing acoustical ceilings and similar concealment.

C. Verify identity of each item before installing identification products.

D. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.

E. Apply identification devices to surfaces that require finish after completing finish work.

F. Install signs with approved legend to facilitate proper identification, operation, and maintenance of electrical systems and connected items.

G. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.

H. System Identification for Raceways and Cables under 600 V: Identification shall completely encircle cable or conduit. Place identification of two-color markings in contact, side by side.

1. Secure tight to surface of conductor, cable, or raceway.

I. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.

J. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch- (10-mm-) high letters for emergency instructions at equipment used for power transfer.

K. Elevated Components: Increase sizes of labels, signs, and letters to those appropriate for viewing from the floor.

L. Accessible Fittings for Raceways: Identify the covers of each junction and pull box of the following systems with the wiring system legend and system voltage. System legends shall be as follows:

1. "EMERGENCY POWER."

2. "POWER."

M. Vinyl Wraparound Labels:

1. Secure tight to surface at a location with high visibility and accessibility.

2. Attach labels that are not self-adhesive type with clear vinyl tape, with adhesive appropriate to the location and substrate.

N. Snap-around Labels: Secure tight to surface at a location with high visibility and accessibility.

O. Self-Adhesive Wraparound Labels: Secure tight to surface of raceway or cable at a location with high visibility and accessibility.

P. Self-Adhesive Labels:

1. On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and operation and maintenance manual.

2. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on 1-1/2-inch- (38-mm-) high label; where two lines of text are required, use labels 2 inches (50 mm) high.

Q. Snap-around Color-Coding Bands: Secure tight to surface at a location with high visibility and accessibility.

R. Heat-Shrink, Preprinted Tubes: Secure tight to surface at a location with high visibility and accessibility.

S. Marker Tapes: Secure tight to surface at a location with high visibility and accessibility.

T. Self-Adhesive Vinyl Tape: Secure tight to surface at a location with high visibility and accessibility.

1. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding.

U. Tape and Stencil: Comply with requirements in painting Sections for surface preparation and paint application.

V. Floor Marking Tape: Apply stripes to finished surfaces following manufacturer's written instructions.

W. Underground Line Warning Tape:

1. During backfilling of trenches, install continuous underground-line warning tape directly above cable or raceway at 6 to 8 inches (150 to 200 mm) below finished grade. Use multiple tapes where width of multiple lines installed in a common trench or concrete envelope exceeds 16 inches (400 mm) overall.

2. Limit use of underground-line warning tape to direct-buried cables.

3. Install underground-line warning tape for direct-buried cables and cables in raceways.

X. Write-on Tags:

1. Place in a location with high visibility and accessibility.

2. Secure using general-purpose cable ties.

Y. Baked-Enamel Signs:

1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.

2. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high

letters on minimum 1-1/2-inch- (38-mm-) high sign; where two lines of text are required, use signs minimum 2 inches (50 mm) high.

Z. Metal-Backed Butyrate Signs:

1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
2. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on minimum 1-1/2-inch- (38-mm-) high sign; where two lines of text are required, use signs minimum 2 inches (50 mm) high.

AA. Laminated Acrylic or Melamine Plastic Signs:

1. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.

2. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on minimum 1-1/2-inch- (38-mm-) high sign; where two lines of text are required, use signs minimum 2 inches (50 mm) high.

BB. Cable Ties: General purpose, for attaching tags, except as listed below:

1. Outdoors: UV-stabilized nylon.

2. In Spaces Handling Environmental Air: Plenum rated.

3.2 IDENTIFICATION SCHEDULE

A. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment. Install access doors or panels to provide view of identifying devices.

B. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, pull points, and locations of high visibility. Identify by system and circuit designation.

C. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits, More Than 30 A and 120 V to Ground: Identify with self-adhesive raceway labels.

1. Locate identification at changes in direction, at penetrations of walls and floors, at 50-foot (15-m) maximum intervals in straight runs, and at 25-foot (7.6-m) maximum intervals in congested areas.

D. Accessible Fittings for Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive labels containing the wiring system legend and system voltage. System legends shall be as follows:

1. "EMERGENCY POWER."

2. "POWER."

E. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction

boxes, manholes, and handholes, use vinyl wraparound labels to identify the phase.

1. Locate identification at changes in direction, at penetrations of walls and floors, at 50-foot (15-m) maximum intervals in straight runs, and at 25-foot (7.6-m) maximum intervals in congested areas.

F. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use write-on tagswith the conductor or cable designation, origin, and destination.

G. Control-Circuit Conductor Termination Identification: For identification at terminations, provide heat-shrink preprinted tubes with the conductor designation.

H. Auxiliary Electrical Systems Conductor Identification: Self-adhesive vinyl tape that is uniform and consistent with system used by manufacturer for factory-installed connections.

1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.

I. Locations of Underground Lines: Underground-line warning tape for power, lighting, communication, and control wiring and optical-fiber cable.

J. Workspace Indication: Apply floor marking tape to finished surfaces. Show working clearances in the direction of access to live parts. Workspace shall comply with NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.

K. Instructional Signs: Self-adhesive labels, including the color code for grounded and ungrounded conductors.

L. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self- adhesive equipment labels.

1. Apply to exterior of door, cover, or other access.

2. For equipment with multiple power or control sources, apply to door or cover of equipment, including, but not limited to, the following:

a. Power-transfer switches.

b. Controls with external control power connections.

M. Arc Flash Warning Labeling: Self-adhesive labels.

N. Operating Instruction Signs: Self-adhesive labels.

O. Emergency Operating Instruction Signs: Self-adhesive labels with white legend on a red background with minimum 3/8-inch- (10-mm-) high letters for emergency instructions at equipment used for power transfer.

P. Equipment Identification Labels:

1. Indoor Equipment: Laminated acrylic or melamine plastic sign.

2. Outdoor Equipment: Laminated acrylic or melamine sign.

END OF SECTION 260553

SECTION 26 2213
LOW-VOLTAGE DISTRIBUTION TRANSFORMERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes distribution, dry-type transformers with a nominal primary and secondary rating of 600 V and less, with capacities up to 1500 kVA.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings:

1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.

2. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment.

3. Include diagrams for power, signal, and control wiring.

1.3 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.4 QUALITY ASSURANCE

A. Testing Agency Qualifications: Accredited by NETA.

1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton.

2. General Electric Company.

3. SIEMENS Industry, Inc.; Energy Management Division.

4. Square D; by Schneider Electric.

2.2 GENERAL TRANSFORMER REQUIREMENTS

A. Description: Factory-assembled and -tested, air-cooled units for 60-Hz service.

B. Comply with NFPA 70.

1. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

C. Transformers Rated 15 kVA and Larger:

1. Comply with 10 CFR 431 (DOE 2016) efficiency levels.

2. Marked as compliant with DOE 2016 efficiency levels by an NRTL.

D. Encapsulation: Transformers smaller than 30 kVA shall have core and coils completely resin encapsulated.

E. Cores: Electrical grade, non-aging silicon steel with high permeability and low hysteresis losses.

F. Coils: Continuous windings without splices except for taps.

1. Coil Material: Copper.

2. Internal Coil Connections: Brazed or pressure type.

2.3 DISTRIBUTION TRANSFORMERS

A. Comply with NFPA 70, and list and label as complying with UL 1561.

B. Cores: One leg per phase.

C. Enclosure: Ventilated.

1. NEMA 250, Type 2: Core and coil shall be encapsulated within resin compound to seal out moisture and air.

2. KVA Ratings: Based on convection cooling only and not relying on auxiliary fans.

3. Wiring Compartment: Sized for conduit entry and wiring installation.

D. Taps for Transformers 3 kVA and Smaller: One 5 percent tap above normal full capacity.

E. Taps for Transformers 7.5 to 24 kVA: One 5 percent tap above and one 5 percent tap below normal full capacity.

F. Taps for Transformers 25 kVA and Larger: Two 2.5 percent taps above and two 2.5 percent taps below normal full capacity.

G. Insulation Class, Smaller Than 30 kVA: 180 deg C, UL-component-recognized insulation system

with a maximum of 115 deg C rise above 40 deg C ambient temperature.

H. Insulation Class, 30 kVA and Larger: 220 deg C, UL-component-recognized insulation system with a maximum of 150 deg C rise above 40 deg C ambient temperature.

I. Energy Efficiency for Transformers Rated 15 kVA and Larger:
   1. Complying with NEMA TP 1, Class 1 efficiency levels.
   2. Tested according to NEMA TP 2.

J. Low-Sound-Level Requirements: Minimum of 3 dBA less than NEMA ST 20 standard sound levels when factory tested according to IEEE C57.12.91.

K. Grounding: Provide ground-bar kit or a ground bar installed on the inside of the transformer enclosure.

L. Wall Brackets: Manufacturer's standard brackets.

2.4 IDENTIFICATION

A. Nameplates: Engraved, laminated-acrylic or melamine plastic signs for each distribution transformer, mounted with corrosion-resistant screws. Nameplates and label products are specified in Section 260553 "Identification for Electrical Systems."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine conditions for compliance with enclosure- and ambient-temperature requirements for each transformer.

B. Verify that field measurements are as needed to maintain working clearances required by NFPA 70 and manufacturer's written instructions.

C. Examine walls, floors, roofs, and concrete bases for suitable mounting conditions where transformers will be installed.

D. Verify that ground connections are in place and requirements in Section 260526 "Grounding and Bonding for Electrical Systems" have been met. Maximum ground resistance shall be 5 ohms at location of transformer.

E. Environment: Enclosures shall be rated for the environment in which they are located. Covers for NEMA 250, Type 4X enclosures shall not cause accessibility problems.

3.2 INSTALLATION

A. Install wall-mounted transformers level and plumb with wall brackets fabricated by transformer manufacturer.
   1. Coordinate installation of wall-mounted and structure-hanging supports with actual transformer provided.

B. Install transformers level and plumb on a concrete base with vibration-dampening supports. Locate transformers away from corners and not parallel to adjacent wall surface.

C. Construct concrete bases according to Section 033000 "Cast-in-Place Concrete" or Section 033053 "Miscellaneous Cast-in-Place Concrete" and anchor floor-mounted transformers according to manufacturer's written instructions and requirements in Section 260529 "Hangers and Supports for Electrical Systems."

1. Coordinate size and location of concrete bases with actual transformer provided. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified with concrete.

D. Secure transformer to concrete base according to manufacturer's written instructions.

E. Secure covers to enclosure and tighten all bolts to manufacturer-recommended torques to reduce noise generation.

F. Remove shipping bolts, blocking, and wedges.

3.3 CONNECTIONS

A. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."

B. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

C. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.

D. Provide flexible connections at all conduit and conductor terminations and supports to eliminate sound and vibration transmission to the building structure.

3.4 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

B. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

C. Perform tests and inspections with the assistance of a factory-authorized service representative.

D. Small (Up to 167-kVA Single-Phase or 500-kVA Three-Phase) Dry-Type Transformer Field Tests:

1. Visual and Mechanical Inspection.

a. Inspect physical and mechanical condition.

b. Inspect anchorage, alignment, and grounding.

c. Verify that resilient mounts are free and that any shipping brackets have been removed.

d. Verify the unit is clean.

e. Perform specific inspections and mechanical tests recommended by manufacturer.

f. Verify that as-left tap connections are as specified.

g. Verify the presence of surge arresters and that their ratings are as specified.

2. Electrical Tests:

a. Measure resistance at each winding, tap, and bolted connection.

b. Perform insulation-resistance tests winding-to-winding and each winding-to-ground. Apply voltage according to manufacturer's published data. In the absence of manufacturer's published data, comply with NETA ATS, Table 100.5. Calculate polarization index: the value of the index shall not be less than 1.0.

c. Perform turns-ratio tests at all tap positions. Test results shall not deviate by more than one-half percent from either the adjacent coils or the calculated ratio. If test fails, replace the transformer.

d. Verify correct secondary voltage, phase-to-phase and phase-to-neutral, after energization and prior to loading.

E. Remove and replace units that do not pass tests or inspections and retest as specified above.

F. Test Labeling: On completion of satisfactory testing of each unit, attach a dated and signed "Satisfactory Test" label to tested component.

3.5 CLEANING

A. Vacuum dirt and debris; do not use compressed air to assist in cleaning.

END OF SECTION 262213

SECTION 26 2416
PANELBOARDS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Distribution panelboards.

2. Lighting and appliance branch-circuit panelboards.

1.2 DEFINITIONS

A. MCCB: Molded-case circuit breaker.

B. SPD: Surge protective device.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of panelboard.

B. Shop Drawings: For each panelboard and related equipment.

1. Include dimensioned plans, elevations, sections, and details.

2. Detail enclosure types including mounting and anchorage, environmental protection, knockouts, corner treatments, covers and doors, gaskets, hinges, and locks.

3. Detail bus configuration, current, and voltage ratings.

4. Short-circuit current rating of panelboards and overcurrent protective devices.

5. Include evidence of NRTL listing for SPD as installed in panelboard.

6. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.

7. Include wiring diagrams for power, signal, and control wiring.

8. Include time-current coordination curves for each type and rating of overcurrent protective device included in panelboards.

1.4 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.5 FIELD CONDITIONS

A. Service Conditions: NEMA PB 1, usual service conditions, as follows:

1. Ambient temperatures within limits specified.
2. Altitude not exceeding 6600 feet (2000 m).

1.6 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace panelboards that fail in materials or workmanship within specified warranty period.

1. Panelboard Warranty Period: 18 months from date of Substantial Completion or 12 months after project completion, whichever is longer.

PART 2 - PRODUCTS

2.1 PANELBOARDS COMMON REQUIREMENTS

A. Fabricate and test panelboards according to IEEE 344 to withstand seismic forces defined in Section 260548.16 "Seismic Controls for Electrical Systems."

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Comply with NEMA PB 1.

D. Comply with NFPA 70.

E. Enclosures: See drawings.

1. Rated for environmental conditions at installed location.

a. Indoor Dry and Clean Locations: NEMA 250, Type 1.

b. Outdoor Locations: NEMA 250, Type 3R.

2. Height: 84 inches (2.13 m) maximum.

3. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box. Trims shall cover all live parts and shall have no exposed hardware.

4. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover. Trims shall cover all live parts and shall have no exposed hardware.

F. Incoming Mains Location: See drawings.

G. Phase, Neutral, and Ground Buses: Hard-drawn copper, 98 percent conductivity.

H. Conductor Connectors: Suitable for use with conductor material and sizes.

1. Material: Hard-drawn copper, 98 percent conductivity.

2. Main and Neutral Lugs: Mechanical type, with a lug on the neutral bar for each pole in the panelboard.
3. Ground Lugs and Bus-Configured Terminators: Mechanical type, with a lug on the bar for each pole in the panelboard.
4. Feed-Through Lugs: Mechanical type, suitable for use with conductor material. Locate at opposite end of bus from incoming lugs or main device.

I. NRTL Label: Panelboards shall be labeled by an NRTL acceptable to authority having jurisdiction for use as service equipment with one or more main service disconnecting and overcurrent protective devices. Panelboards shall have meter enclosures, wiring, connections, and other provisions for utility metering. Coordinate with utility company for exact requirements.

J. Future Devices: Panelboards shall have mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.

K. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals. Assembly listed by an NRTL for 100 percent interrupting capacity.

2.2 POWER PANELBOARDS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton.
2. General Electric Company; GE Energy Management - Electrical Distribution.
3. SIEMENS Industry, Inc.; Energy Management Division.
4. Square D; by Schneider Electric.

B. Panelboards: NEMA PB 1, distribution type.

C. Doors: Secured with vault-type latch with tumbler lock; keyed alike.

1. For doors more than 36 inches (914 mm) high, provide two latches, keyed alike.

D. Mains: Circuit breaker or Lugs only.

E. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes 125 A and Smaller: Bolt-on circuit breakers.

F. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes Larger Than 125 A: Bolt-on circuit breakers.

2.3 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton.
2. General Electric Company; GE Energy Management - Electrical Distribution.
3. SIEMENS Industry, Inc.; Energy Management Division.
4. Square D; by Schneider Electric.

B. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.

C. Mains: Circuit breaker or lugs only.

D. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.

E. Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.

F. Column-Type Panelboards: Single row of overcurrent devices with narrow gutter extension and overhead junction box equipped with ground and neutral terminal buses.

2.4 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

A. MCCB: Comply with UL 489, with interrupting capacity to meet available fault currents.

1. Thermal-Magnetic Circuit Breakers:
   a. Inverse time-current element for low-level overloads.
   b. Instantaneous magnetic trip element for short circuits.
   c. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
2. Adjustable Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.
3. Electronic Trip Circuit Breakers:
   a. RMS sensing.
   b. Field-replaceable rating plug or electronic trip.
   c. Digital display of settings, trip targets, and indicated metering displays.
   d. Multi-button keypad to access programmable functions and monitored data.
   e. Ten-event, trip-history log. Each trip event shall be recorded with type, phase, and magnitude of fault that caused the trip.
   f. Integral test jack for connection to portable test set or laptop computer.
   g. Field-Adjustable Settings:

1) Instantaneous trip.

2) Long- and short-time pickup levels.

3) Long and short time adjustments.

4) Ground-fault pickup level, time delay, and I squared T response.

4. GFCI Circuit Breakers: Single- and double-pole configurations with Class A ground-fault protection (6-mA trip).

5. Subfeed Circuit Breakers: Vertically mounted.

6. MCCB Features and Accessories:

a. Standard frame sizes, trip ratings, and number of poles.

b. Breaker handle indicates tripped status.

c. UL listed for reverse connection without restrictive line or load ratings.

d. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.

e. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and HID lighting circuits.

f. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.

g. Handle Clamp: Loose attachment, for holding circuit-breaker handle in on position.

2.5 IDENTIFICATION

A. Panelboard Label: Manufacturer's name and trademark, voltage, amperage, number of phases, and number of poles shall be located on the interior of the panelboard door.

B. Breaker Labels: Faceplate shall list current rating, UL and IEC certification standards, and AIC rating.

C. Circuit Directory: Directory card inside panelboard door, mounted in metal frame with transparent protective cover.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with NECA 1.

B. Install panelboards and accessories according to NECA 407 and NEMA PB 1.1.

C. Mount top of trim maximum 90 inches (2286 mm) above finished floor unless otherwise indicated.

D. Mount panelboard cabinet plumb and rigid without distortion of box.

E. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.

F. Install overcurrent protective devices and controllers not already factory installed.

G. Make grounding connections and bond neutral for services and separately derived systems to ground. Make connections to grounding electrodes, separate grounds for isolated ground bars, and connections to separate ground bars.

H. Install filler plates in unused spaces.

I. Stub four 1-inch (27-EMT) empty conduits from panelboard into accessible ceiling space or space designated to be ceiling space in the future. Stub four 1-inch (27-EMT) empty conduits into raised floor space or below slab not on grade.

J. Arrange conductors in gutters into groups and bundle and wrap with wire ties.

3.2 IDENTIFICATION

A. Identify field-installed conductors, interconnecting wiring, and components; install warning signs complying with requirements in Section 260553 "Identification for Electrical Systems."

B. Create a directory to indicate installed circuit loads; incorporate Owner's final room designations. Obtain approval before installing. Handwritten directories are not acceptable. Install directory inside panelboard door.

C. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

D. Device Nameplates: Label each branch circuit device in power panelboards with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

E. Install warning signs complying with requirements in Section 260553 "Identification for Electrical Systems" identifying source of remote circuit.

3.3 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Acceptance Testing Preparation:

1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.

2. Test continuity of each circuit.

C. Tests and Inspections:

1. Perform each visual and mechanical inspection and electrical test for low-voltage air circuit breakers stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.

2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

D. Panelboards will be considered defective if they do not pass tests and inspections.

E. Prepare test and inspection reports, including a certified report that identifies panelboards included and that describes scanning results, with comparisons of the two scans. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

END OF SECTION 262416

SECTION 26 2726
WIRING DEVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Standard-grade receptacles, 125 V, 20 A.

2. USB receptacles.

3. GFCI receptacles, 125 V, 20 A.

4. Toggle switches, 120/277 V, 20 A.

5. Occupancy sensors.

6. Wall plates.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 GENERAL WIRING-DEVICE REQUIREMENTS

A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

B. Comply with NFPA 70.

C. RoHS compliant.

D. Comply with NEMA WD 1.

E. Device Color:

1. Wiring Devices Connected to Normal Power System: As selected by Architect unless otherwise indicated or required by NFPA 70 or device listing.

2. Wiring Devices Connected to Essential Electrical System: Red.

F. Wall Plate Color: For plastic covers, match device color.

G.

Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

2.2 STANDARD-GRADE RECEPTACLES, 125 V, 20 A

A. Duplex Receptacles, 125 V, 20 A:

1. Description: Two pole, three wire, and self-grounding.

2. Configuration: NEMA WD 6, Configuration 5-20R.

3. Standards: Comply with UL 498 and FS W-C-596.

B. Tamper-Resistant Duplex Receptacles, 125 V, 20 A:

1. Description: Two pole, three wire, and self-grounding. Integral shutters that operate only when a plug is inserted in the receptacle.

2. Configuration: NEMA WD 6, Configuration 5-20R.

3. Standards: Comply with UL 498 and FS W-C-596.

4. Marking: Listed and labeled as complying with NFPA 70, "Tamper-Resistant Receptacles" Article.

C. Weather-Resistant Duplex Receptacle, 125 V, 20 A:

1. Description: Two pole, three wire, and self-grounding. Integral shutters that operate only when a plug is inserted in the receptacle. Square face.

2. Configuration: NEMA WD 6, Configuration 5-20R.

3. Standards: Comply with UL 498.

4. Marking: Listed and labeled as complying with NFPA 70, "Receptacles in Damp or Wet Locations" Article.

2.3 GFCI RECEPTACLES, 125 V, 20 A

A. Duplex GFCI Receptacles, 125 V, 20 A:

1. Description: Integral GFCI with "Test" and "Reset" buttons and LED indicator light. Two pole, three wire, and self-grounding.

2. Configuration: NEMA WD 6, Configuration 5-20R.

3. Type: Feed through.

4. Standards: Comply with UL 498, UL 943 Class A, and FS W-C-596.

2.4 TOGGLE SWITCHES, 120/277 V, 20 A

A. Single-Pole Switches, 120/277 V, 20 A:

1. Standards: Comply with UL 20 and FS W-S-896.

B. Two-Pole Switches, 120/277 V, 20 A:

1. Comply with UL 20 and FS W-S-896.

C. Three-Way Switches, 120/277 V, 20 A:

1. Comply with UL 20 and FS W-S-896.

D. Four-Way Switches, 120/277 V, 20 A:

1. Standards: Comply with UL 20 and FS W-S-896.

E. Lighted Single-Pole Switches, 120/277 V, 20 A:

1. Description: Handle illuminated when switch is off.

2. Standards: Comply with NEMA WD 1, UL 20, and FS W-S-896.

2.5 OCCUPANCY SENSORS

A. Wall Switch Sensor Light Switch, Dual Technology:

1. Description: Switchbox-mounted, combination lighting-control sensor and conventional switch lighting-control unit using dual (ultrasonic and passive infrared) technology.

2. Standards: Comply with UL 20.

3. Rated 960 W at 120 V ac for tungsten lighting, 10 A at 120 V ac or 10 A at 277 V ac for fluorescent or LED lighting, and 1/4 hp at 120 V ac.

4. Adjustable time delay of 30 minutes.

5. Automatic Light-Level Sensor: Adjustable from 2 to 200 fc (21.5 to 2152 lux).

2.6 WALL PLATES

A. Single Source: Obtain wall plates from same manufacturer of wiring devices.

B. Single and combination types shall match corresponding wiring devices.

1. Plate-Securing Screws: Metal with head color to match plate finish.

2. Material for Finished Spaces: 0.035-inch- (1-mm-) thick, satin-finished, Type 302 stainless steel.

3. Material for Unfinished Spaces: Galvanized steel.

4. Material for Damp Locations: Cast aluminum with spring-loaded lift cover, and listed and labeled for use in wet and damp locations.

C. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with Type 3R, weather-resistant, die-cast aluminum with lockable cover.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.

B. Coordination with Other Trades:

1. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.

2. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.

3. Install wiring devices after all wall preparation, including painting, is complete.

C. Device Installation:

1. Connect devices to branch circuits using pigtails that are not less than 6 inches (152 mm) in length.

2. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.

D. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles up, and on horizontally mounted receptacles to the right.

2. Install hospital-grade receptacles in patient-care areas with the ground pin or neutral blade at the top.

E. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.

F. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.

G. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings.

3.2 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. In healthcare facilities, prepare reports that comply with NFPA 99.

2. Test Instruments: Use instruments that comply with UL 1436.
3. Test Instrument for Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.

B. Tests for Receptacles:

1. Line Voltage: Acceptable range is 105 to 132 V.

2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.

3. Ground Impedance: Values of up to 2 ohms are acceptable.

4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.

5. Using the test plug, verify that the device and its outlet box are securely mounted.

C. Test straight-blade convenience outlets in patient-care areas and hospital-grade outlets for the retention force of the grounding blade according to NFPA 99. Retention force shall be not less than 4 oz. (115 g).

D. Wiring device will be considered defective if it does not pass tests and inspections.

E. Prepare test and inspection reports.

END OF SECTION 262726

SECTION 26 2816

ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Fusible switches.

2. Molded-case circuit breakers (MCCBs).

3. Enclosures.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include nameplate ratings, dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.

1. Include time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device. Provide in PDF electronic format.

B. Shop Drawings: For enclosed switches and circuit breakers.

1. Include plans, elevations, sections, details, and attachments to other work.

2. Include wiring diagrams for power, signal, and control wiring.

1.3 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.4 QUALITY ASSURANCE

A. Testing Agency Qualifications: Accredited by NETA.

1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.

1.5 WARRANTY

A. Manufacturer's Warranty: Manufacturer and Installer agree to repair or replace components that fail in materials or workmanship within specified warranty period.

1. Warranty Period: One year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

A. Source Limitations: Obtain enclosed switches and circuit breakers, overcurrent protective devices, components, and accessories, within same product category, from single manufacturer.

B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.

D. Comply with NFPA 70.

2.2 FUSIBLE SWITCHES

1. Eaton.

2. General Electric Company.

3. SIEMENS Industry, Inc.; Energy Management Division.

4. Square D; by Schneider Electric.

B. Type HD, Heavy Duty:

1. UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate indicated fuses.

2. Lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.

C. Accessories:

1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.

2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.

3. Isolated Ground Kit: Internally mounted; insulated, labeled for copper and aluminum neutral conductors.

4. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.

5. Service-Rated Switches: Labeled for use as service equipment.

2.3 MOLDED-CASE CIRCUIT BREAKERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton.

2. General Electric Company.

3. SIEMENS Industry, Inc.; Energy Management Division.

4. Square D; by Schneider Electric.

B. Circuit breakers shall be constructed using glass-reinforced insulating material. Current carrying components shall be completely isolated from the handle and the accessory mounting area.

C. Circuit breakers shall have a toggle operating mechanism with common tripping of all poles, which provides quick-make, quick-break contact action. The circuit-breaker handle shall be over center, be trip free, and reside in a tripped position between on and off to provide local trip indication. Circuit-breaker escutcheon shall be clearly marked on and off in addition to providing international I/O markings. Equip circuit breaker with a push-to-trip button, located on the face of the circuit breaker to mechanically operate the circuit-breaker tripping mechanism for maintenance and testing purposes.

D. The maximum ampere rating and UL, IEC, or other certification standards with applicable voltage systems and corresponding interrupting ratings shall be clearly marked on face of circuit breaker. Circuit breakers shall be 100 percent rated.

E. MCCBs shall be equipped with a device for locking in the isolated position.

F. Lugs shall be suitable for 140 deg F (60 deg C) rated wire on 125-A circuit breakers and below.

G. Standards: Comply with UL 489 with interrupting capacity to comply with available fault currents.

H. Thermal-Magnetic Circuit Breakers: Inverse time-current thermal element for low-level overloads and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.

I. Adjustable, Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.

J. Electronic Trip Circuit Breakers: Field-replaceable rating plug, rms sensing, with the following field-adjustable settings:

1. Long- and short-time pickup levels.

2. Long- and short-time time adjustments.

3. Ground-fault pickup level, time delay, and I-squared t response.

K. Current-Limiting Circuit Breakers: Frame sizes 400 A and smaller, and let-through ratings less

than NEMA FU 1, RK-5.

L. Features and Accessories:

1. Standard frame sizes, trip ratings, and number of poles.

2. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge lighting circuits.

3. Shunt Trip: Trip coil energized from separate circuit, with coil-clearing contact.

4. Auxiliary Contacts: as required. See details on drawings.

2.4 ENCLOSURES

A. Enclosed Switches and Circuit Breakers: UL 489, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location.

B. Enclosure Finish: The enclosure shall be gray baked enamel paint, electrodeposited on cleaned, phosphatized steel (NEMA 250 Type 1) or gray baked enamel paint, electrodeposited on cleaned, phosphatized galvanized steel (NEMA 250 Types 3R, 12).

PART 3 - EXECUTION

3.1 ENCLOSURE ENVIRONMENTAL RATING APPLICATIONS

A. Enclosed Switches and Circuit Breakers: Provide enclosures at installed locations with the following environmental ratings.

1. Indoor, Dry and Clean Locations: NEMA 250, Type 1.

2. Outdoor Locations: NEMA 250, Type 3R.

3.2 INSTALLATION

A. Coordinate layout and installation of switches, circuit breakers, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

B. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.

C. Temporary Lifting Provisions: Remove temporary lifting of eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.

D. Install fuses in fusible devices.

E. Comply with NFPA 70 and NECA 1.

F. Set field-adjustable circuit-breaker trip ranges as specified in Section 260573.16 "Coordination

Studies."

3.3 IDENTIFICATION

A. Comply with requirements in Section 260553 "Identification for Electrical Systems."

1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.

2. Label each enclosure with engraved metal or laminated-plastic nameplate.

3.4 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Perform tests and inspections with the assistance of a factory-authorized service representative.

C. Tests and Inspections for Switches:

1. Visual and Mechanical Inspection:

a. Inspect physical and mechanical condition.

b. Inspect anchorage, alignment, grounding, and clearances.

c. Verify that the unit is clean.

d. Verify blade alignment, blade penetration, travel stops, and mechanical operation.

e. Verify that fuse sizes and types match the Specifications and Drawings.

f. Verify that each fuse has adequate mechanical support and contact integrity.

D. Tests and Inspections for Molded Case Circuit Breakers:

1. Visual and Mechanical Inspection:

a. Verify that equipment nameplate data are as described in the Specifications and shown on the Drawings.

b. Inspect physical and mechanical condition.

c. Inspect anchorage, alignment, grounding, and clearances.

d. Verify that the unit is clean.

e. Operate the circuit breaker to ensure smooth operation.

f. Inspect operating mechanism, contacts, and chutes in unsealed units.

g. Perform adjustments for final protective device settings in accordance with the coordination study.

2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

3. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.

E. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.

F. Prepare test and inspection reports.

1. Test procedures used.

2. Include identification of each enclosed switch and circuit breaker tested and describe test results.

3. List deficiencies detected, remedial action taken, and observations after remedial action.

END OF SECTION 262816

SECTION 271523

COMMUNICATIONS OPTICAL FIBER HORIZONTAL CABLING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. 9/125 micrometer, single-mode, indoor-outdoor optical fiber cable (OS2)-4 fibers

2. 9/125 micrometer, single-mode, indoor-outdoor optical fiber cable (OS2)-144 fibers

3. Optical fiber cable connecting hardware, patch panels, and cross-connects.

4. Grounding.

5. Cabling identification products.

1.2 OPTICAL FIBER HORIZONTAL CABLING DESCRIPTION

A. Optical fiber horizontal cabling system shall provide interconnections between Distributor A, Distributor B, or Distributor C and the equipment outlet, otherwise known as "Cabling Subsystem 1" in the telecommunications cabling system structure. Cabling system consists of horizontal cables, intermediate and main cross-connects, mechanical terminations, and patch cords or jumpers used for horizontal-to-horizontal cross-connection.

1. TIA-568-C.1 requires that a minimum of two equipment outlets be installed for each work area.

2. Horizontal cabling shall contain no more than one transition point or consolidation point between the horizontal cross-connect and the equipment outlet.

3. Bridged taps and splices shall not be installed in the horizontal cabling.

B. A work area is approximately 100 sq. ft. (9.3 sq. m), and includes the components that extend from the equipment outlets to the equipment.

C. The maximum allowable horizontal cable length is 295 feet (90 m). This maximum allowable length does not include an allowance for the length of 16 feet (4.9 m) to the workstation equipment or in the horizontal cross-connect.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance Data: For optical fiber cable, splices, and connectors to include in maintenance manuals.

1.5 MAINTENANCE MATERIAL SUBMITTALS

1.6 QUALITY ASSURANCE

A. Installer Qualifications: Cabling Installer must have personnel certified by BICSI on staff.

1. installation Supervision: Installation shall be under the direct supervision of Technician, who shall be present at all times when Work of this Section is performed at Project site.

2. Testing Supervisor: Currently certified by BICSI as an RCDD.

B. Testing Agency Qualifications: Testing agency must have personnel certified by BICSI on staff.

1. Testing Agency's Field Supervisor: Currently certified by BICSI as an RCDD to supervise on-site testing.

1.7 COORDINATION

A. Coordinate layout and installation of telecommunications pathways and cabling with Owner's telecommunications equipment and service suppliers.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. General Performance: Horizontal cabling system shall comply with transmission standards in TIA-568-C.1, when tested according to test procedures of this standard.

B. Telecommunications Pathways and Spaces: Comply with TIA-569-D.

2.2 9/125 MICROMETER, SINGLE-MODE, INDOOR-OUTDOOR OPTICAL FIBER CABLE (OS2) – 4 Fibers

A. Description: Single mode, 9/125-micrometer, 4 fibers, tight buffered, nonconductive optical fiber cable.

B. Corning# 004EU4-T4701D20

C. Maximum Attenuation: 0.4 dB/km at 1310 nm; .3 dB/km at 1550 nm.

D. Jacket:

1. Jacket Color: Black

2. Cable cordage jacket, fiber, unit, and group color shall be according to TIA-598-D.

3. Imprinted with fiber count, fiber type, and aggregate length at regular intervals not to exceed 40 inches (1000 mm).

E. Standards:

1. Comply with TIA-492CAAB for detailed specifications.

2. Comply with TIA-568-C.3 for performance specifications.

3. Comply with ICEA S-104-696 for mechanical properties.

4. Comply with NFPA 70E for fill ratio requirements

5. Comply with ICEA-87-640 for outdoor cables, ICEA-104-696

6. for indoor/outdoor cables, and ICEA-83-596 for indoor cables for sidewall pressure requirements

2.3 9/125 MICROMETER, SINGLE-MODE, INDOOR-OUTDOOR OPTICAL FIBER CABLE (OS2) – 144 Fibers

A. Description: Single mode, 9/125-micrometer, 144 fibers, tight buffered, nonconductive optical fiber cable.

B. Corning# 144EU4-T4701D20

C. Maximum Attenuation: 0.4 dB/km at 1310 nm; .3 dB/km at 1550 nm.

D. Jacket:

1. Jacket Color: Black

2. Cable cordage jacket, fiber, unit, and group color shall be according to TIA-598-D.

3. Imprinted with fiber count, fiber type, and aggregate length at regular intervals not to exceed 40 inches (1000 mm).

E. Standards:

1. Comply with TIA-492CAAB for detailed specifications.

2. Comply with TIA-568-C.3 for performance specifications.

3. Comply with ICEA S-104-696 for mechanical properties.

4. Comply with NFPA 70E for fill ratio requirements

5. Comply with ICEA-87-640 for outdoor cables, ICEA-104-696

6. for indoor/outdoor cables, and ICEA-83-596 for indoor cables for sidewall pressure requirements

2.4

2.5 OPTICAL FIBER CABLE HARDWARE

A. Obtain twisted pair cable hardware from same manufacturer as twisted pair cable, from single source.

B. Standards:

1. Comply with Fiber Optic Connector Intermateability Standard (FOCIS) specifications of the TIA-604 series.

2. Comply with TIA-568-C.3.Retain "Grounding" Article below if specifying conductive optical fiber cable or optical fiber cable with a shield or conductive jacket.

2.6 GROUNDING

A. Comply with requirements in Section 270526 "Grounding and Bonding for Communications Systems" for grounding conductors and connectors.

B. Comply with TIA-607-B.

PART 3 - EXECUTION

3.1 WIRING METHODS

A. Wiring Method: Install cables in raceways. Conceal raceway.

1. Comply with requirements for pathways specified in Section 270528 "Pathways for Communications Systems."

B. Wiring within Enclosures: Bundle, lace, and train cables within enclosures. Connect to terminal points with no excess and without exceeding manufacturer's limitations on bending radii. Provide and use lacing bars and distribution spools.

3.2 INSTALLATION OF OPTICAL FIBER BACKBONE CABLES

A. Comply with NECA 1, NECA 301 and NECA/BICSI 568.

B. General Requirements for Optical Fiber Cabling Installation:

1. Comply with TIA-568-C.1 and TIA-568-C.3.

2. Comply with BICSI ITSIMM, Ch. 6, "Cable Termination Practices."

3. Terminate all cables; no cable shall contain unterminated elements. Make terminations only at indicated outlets, terminals, cross-connects, and patch panels.

4. Cables may not be spliced. Secure and support cables at intervals not exceeding 30 inches (760 mm) and not more than 6 inches (150 mm) from cabinets, boxes, fittings, outlets, racks, frames, and terminals.

5. Install lacing bars to restrain cables, to prevent straining connections, and to prevent bending cables to smaller radii than minimums recommended by manufacturer.

6. Bundle, lace, and train cable to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIMM, "Cabling Termination Practices" Chapter. Use lacing bars and distribution spools.

7. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation and replace it with new cable.

8. Cold-Weather Installation: Bring cable to room temperature before dereeling. Heat lamps shall not be used for heating.

9. In the communications equipment room, provide a 10-foot- (3-m-) long service loop on each end of cable.

10. Pulling Cable: Comply with BICSI ITSIMM, Ch. 4, "Pulling Cable." Monitor cable pull tensions.

11. Cable may be terminated on connecting hardware that is rack or cabinet mounted.

C. Group connecting hardware for cables into separate logical fields.

3.3 FIRESTOPPING

A. Comply with requirements in Section 078413 "Penetration Firestopping."

B. Comply with TIA-569-D, Annex A, "Firestopping."

C. Comply with BICSI ITSIMM, "Firestopping" Chapter.

3.4 GROUNDING

A. Install grounding according to BICSI ITSIMM, "Grounding (Earthing), Bonding, and Electrical Protection" Chapter.

B. Comply with TIA-607-B and NECA/BICSI-607.

C. Locate grounding bus bar to minimize the length of bonding conductors. Fasten to wall allowing at least 2-inch (50-mm) clearance behind the grounding bus bar. Connect grounding bus bar with a minimum No. 4 AWG grounding electrode conductor from grounding bus bar to suitable electrical building ground.

D. Bond metallic equipment to the grounding bus bar, using not smaller than No. 6 AWG equipment grounding conductor.

3.5 IDENTIFICATION

A. Identify system components, wiring, and cabling complying with TIA-606-B. Comply with requirements for identification specified in Section 270553 "Identification for Communications Systems."

1. Color-code cross-connect fields and apply colors to voice and data service backboards, connections, covers, and labels.

B. Cable Schedule: Install in a prominent location in each equipment room and wiring closet. List incoming and outgoing cables and their designations, origins, and destinations. Protect with rigid frame and clear plastic cover. Furnish an electronic copy of final comprehensive schedules for Project.

C. Cable and Wire Identification:

1. Label each cable within 4 inches (100 mm) of each termination and tap, where it is accessible in a cabinet or junction or outlet box, and elsewhere as indicated.

2. Each wire connected to building-mounted devices is not required to be numbered at device if color of wire is consistent with associated wire connected and numbered within panel or cabinet.

3. Label each unit and field within distribution racks and frames.

4. Identification within Connector Fields in Equipment Rooms and Wiring Closets: Label each connector and each discrete unit of cable-terminating and connecting hardware. Where similar jacks and plugs are used for both voice and data communication cabling, use a different color for jacks and plugs of each service.

D. Labels shall be preprinted or computer-printed type with printing area and font color that contrasts with cable jacket color but still complies with requirements in TIA 606-B, for the following:

1. Flexible vinyl or polyester that flexes as cables are bent.

3.6 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

B. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

C. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.

D. Perform tests and inspections.

E. Tests and Inspections:

1. Visually inspect optical fiber jacket materials for NRTL certification markings. Inspect cabling terminations in communications equipment rooms for compliance with color-coding for pin assignments and inspect cabling connections for compliance with TIA-568-C.1.

2. Visually inspect cable placement, cable termination, grounding and bonding, equipment, and patch cords, and labeling of all components.

3. Optical Fiber Cable Tests:

a. Test instruments shall meet or exceed applicable requirements in TIA-568-C.1. Use only test cords and adapters that are qualified by test equipment manufacturer for channel or link test configuration.

b. Link End-to-End Attenuation Tests:

1) Horizontal Link Measurements: Test at 850 or 1300 nm in one direction according to TIA-526-14-B, Method B, One Reference Jumper.

2) Attenuation test results for horizontal links shall be less than 2.0 dB. Attenuation test results shall be less than those calculated according to equation in TIA-568-C.1.

F. Data for each measurement shall be documented. Data for submittals shall be printed in a summary report that is formatted similar to Table 10.1 in BICSI TDMM, or transferred from the instrument to the computer, saved as text files, and printed and submitted.

G. Remove and replace cabling where test results indicate that it does not comply with specified requirements.

H. End-to-end cabling will be considered defective if it does not pass tests and inspections.

I. Prepare test and inspection reports.

END OF SECTION 271523

SECTION 31 1000
SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The General Provisions of the contract including General and Supplementary Conditions and General provisions and Requirements apply to the work specified in this section.

1.2 DESCRIPTION

A. This Work of this Section includes the protection and preservation from injury or defacement of all vegetation and objects designated to remain and the prevention of silts and increased run off leaving the site during or after site development.

B. The Contractor is solely responsible for controlling runoff and siltation from the site and onto protected or undisturbed areas of the site or adjacent sites. Means and methods described herein are the minimum acceptable.

C. The Work of this Section is incidental to the Contract and will not be paid for separately except where unit prices may be in effect.

D Related Sections: Division 31 Earthwork.

1.3 QUALITY ASSURANCE

A. Reference Standards:

1. General:

a. Listings: Issues listed by references, including revisions of issuing authority, from part of this specification to extent indicated. Issues listed are identified by number, edition, date, title, or other designation established by issuing authority. Issues subsequently referred to are referred to by an issuing authority abbreviation and a basic designation.
b. Modification: Modifications (by Architect) to reference standards, if any, are noted with standard.

2. Alabama Dept. of Transportation (ALDOT), Standard Specifications for Highway Construction, latest Edition. Fencing Material sections.
3. Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas, latest Edition.
3. Local Codes, Ordinances, Regulations.

B Pre-Construction Meeting: Before proceeding with site operations, review site

features to remain and be protected at the site with Owner and Architects.

C. Tree Damage:

1. If any trees to be saved are severely injured so as to cause a loss of natural character to the crown, or so as to impair the life support system or to cause death as a result of construction operation, the Contractor agrees to pay fifty dollars ($50.00) per one inch (1") of caliper, measured four feet (4') above the ground, for trees one inch (1") in caliper and larger, as fixed and liquidated damages, as determined by the Architects..
2. Severely damaged trees requiring liquidated damages will be determined by the Owner, Landscape Architect, or combination thereof.
3. Damaged trees which are repairable as determined by the Landscape Architect shall be repaired by a qualified tree surgeon, approved by the Landscape Architect, and whose services will be at the Contractor's expense.
4. Clean up and repair damages to Owner's satisfaction.

D. Site Damage:

1. If any protection materials or measures are dismantled, removed or altered, even temporarily, or if areas of the site designated to remain are utilized in any manner without the Architects written authorization, the Contractor agrees to pay the Owner Five Hundred Dollars ($500.00) per infraction, as determined by the Architect, as fixed and liquidated damages.

PART 2 - PERFORMANCE REQUIREMENTS

2.1 PRODUCT/MATERIAL DESCRIPTION

A. Wattles and Silt Fencing:

1. In accordance with ALDOT.

2. Install at perimeter of clearing and grading operations where shown on Drawings, (or as directed) as part of temporary erosion control and site protection.

PART 3 - EXECUTION

3.1 JOB CONDITION

A. It is intended that the part of the property on which new construction does not occur remain undisturbed and as is.

B. Confine storage of materials, temporary facilities, and staging to areas approved by the Architect.

C. Do not carry on construction operations or materials storage within five feet (5') of

tree protection fencing or flagging for Limit of Clearing.

3.2 SEDIMENTATION AND EROSION CONTROL

A. General: Employ erosion control management practices as required by the General Permit for Storm Water Discharges. The Contractor is responsible for obtaining the ADEM NOI (Notice of Intent) Permit for construction activity including all permit application fees. LBYD, Inc. will assist the Contractor in obtaining the permit. The Contractor will be responsible for application and maintenance of all conditions required by the Permit. Submit name of the Professional Engineer and/or Engineering firm to the Architect that is to be responsible for oversight of all requirements of the NOI Permit. The Contractor is to be responsible for all requirements of the NOI Permit until acceptance of all work under this Contract.

B. Control and abate water pollution and erosion at its potential source; employ downstream sediment entrapment measures as a backup to primary control at the source.

C. Take all reasonable precautions to prevent and suppress fires and other detrimental occurrences which may be caused by construction operations.

D. Protect streams, lakes and reservoirs and drainage systems from contamination by siltation or other harmful materials.

E. The Contractor, his employees and subcontractors shall use conservation practices during the work, which shall include but are not limited to, the following:

1. Comply with all federal, state and local laws, rules and regulations for prevention and suppressive action for forest fires.
2. Protect and preserve soil and vegetation cover on the property and on adjacent lands. Any disturbance of soil and vegetation cover outside the Limit of Clearing line will not be permitted under any condition.
3. Prevent and control soil erosion and gulleying within the property covered by Contract and the lands immediately adjacent thereto as a result of construction.
4. Plan and conduct construction operations in such a manner so as to prevent pollution of streams, lakes and reservoirs with sediment or other harmful material used in the construction of the project. Protect downstream properties.
5. Do not deposit waste, loose soil or other materials in live streams, swales or drainage ways.
6. Do not operate mechanized equipment in live streams or streams channels.
7. Do not allow fuels, oils, bitumen or other greasy or chemical substances originating from construction operations to enter or be placed where they may enter a live stream or drainageway.
8. Coordinate sedimentation and erosion control measures with the clearing

and grubbing operation so that both activities occur in the correct relation to one another.

9. Install and maintain sedimentation and erosion control measures as a continuing program until the site work is complete. This includes, but is not limited to, repairs, any damage from storms, regular maintenance, and removal and disposal of accumulated silt.

F. Wattles shall be anchored by use of stakes.

G. Once installed, maintain silt fence until its capacity has been reached or erosion activity in the areas has been stabilized. When a silt fence has reached its capacity to function and need for a backup fence becomes evident, provide an additional line of silt fence. Repair of a damaged silt fence shall be accomplished by utilizing same type of materials used in original construction.

H. Install and maintain sedimentation and erosion control measures as a continuing program until the site work is complete. This includes repairs, damage from storms, regular maintenance and removal and disposal of accumulated silt.

3.4 MAINTENANCE

A. Maintain erosion control features that have been installed. Maintenance of erosion control features will be considered as an incidental part of the work and no specific payment for this will be made.

END OF SECTION 31 1000

SECTION 31 1000

EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. Geotechnical Report by Building and Earth, dated November 29, 2018 prepared for Dix.Hite + Partners. Project Number: BH180353. Copies can be obtained from Dix.Hite + Partners upon request.

1.2 SUMMARY

A. This Section includes grading (excavating and filling) as indicated on drawings to required lines, dimensions, contours, and elevations for proposed improvements, and the following:

1. Removal of existing improvements in conflict with proposed improvements.
2. Stripping and stockpiling of topsoil. Remove any excess topsoil from the site upon final stabilization.
3. Scarifying, moisture conditioning, compaction, and testing of previously graded areas to ensure proper preparation and acceptance.
4. Excavation and embankment placement to required lines, grades, and elevations.
5. Importing of off-site borrow material suitable for structural fill as well as exporting any excess material.
6. Remove materials from grading operations that are determined unsuitable by the Geotechnical Engineer from site and dispose of off- site.
7. Preparation of areas to receive fill and preparation of excavation areas.
8. Undercutting and replacing soft, unsuitable material like “fat” clays, old fill, organic materials, etc. with compacted engineer fill obtained from an off-site source meeting the project specifications.
9. Preparing subgrades for slabs-on-grade, walks, pavements, lawns, and plantings.
10. Excavating and backfilling trenches for buried utilities and pits for buried utility structures.

1.3 UNIT PRICES

A. All excavation to be unclassified.

1.4 DEFINITIONS

A. Backfill: Soil materials used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Layer placed between the subbase course and asphalt paving.

C. Bedding Course: Layer placed over the excavated subgrade in a trench before laying pipe.

D. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.

E. Cut line: Elevations, lines, and final cut subgrades in cut over excavated areas.

F. Drainage Course: Layer supporting slab-on-grade used to minimize capillary flow of pore water.

G. Excavation: Removal of material encountered above subgrade elevations.

1. Additional Excavation: Excavation below subgrade elevations or "cut line" as directed by Architect. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
2. Bulk Excavation: Excavations more than 10 feet in width and pits more than 30 feet in either length or width.
3. Unauthorized Excavation: Excavation below subgrade elevations or "cut line" or beyond indicated dimensions without direction by Geotechnical engineer and Architect. Unauthorized excavation, as well as remedial work directed by Geotechnical Engineer and Architect, shall be without additional compensation.

H. Fill: Soil materials used to raise existing grades.

I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

J. Subbase Course: Layer placed between the subgrade and base course for asphalt paving, or layer placed between the subgrade and a concrete pavement or walk.

K. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

L. Unsuitable material:

1. Fills: Topsoil; Frozen materials; construction materials; clods of clay and stones larger than 4" (unless otherwise specified); organic material, including silts; and inorganic material including silts which are to wet to be stable, or other materials identified by the Geotechnical Engineer.
2. Existing subgrade: Same materials as listed in paragraph 1 above that are not capable of direct support of slabs, pavement and similar items with the possible exception of improvement by compaction, proof rolling, or similar methods as directed and approved by the Geotechnical Engineer.
3. Unsuitable materials identified by the geotechnical report and drawings shall be anticipated and included in the base bid. See 1.3B Unit Prices for additional information.

M. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.5 SUBMITTALS

A. Submit per conditions of contract and Division 01.

B. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:

1. Classification according to ASTM D 2487 of each on-site or borrow soil material proposed for fill and backfill.
2. Laboratory compaction curve according to ASTM D 698 for each on-site or borrow soil material proposed for fill and backfill.

1.6 QUALITY ASSURANCE

A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548. (To be employed by the owner).

B. Pre excavation Conference: Conduct conference at Project site to comply with requirements in Division 01.

1.7 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Architect and/or the Engineer and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Architect not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Architect's written permission.
3. Contact utility-locator service for area where Project is located before excavating.
4. Existing utilities shown on the drawings are from a combination of field locations, and utility company records. It is the Contractor's responsibility to field verify existing utilities prior to excavation.

B. Demolish and completely remove from site existing underground utilities indicated to be removed or implied to be removed by new construction and not noted to remain. Coordinate with utility companies to shut off services if lines are active.

C. Demolish and completely remove from site any buried remnant construction such as slabs, walls and foundations.

D. Contours and existing topography shown on the drawings are believed to be reasonably correct. It shall be the Contractors responsibility to determine any discrepancies which would affect his work, to make allowance for such discrepancies in the contract sum and notify the Architect in writing of such discrepancies and allowances made.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Topsoil:

1. Materials considered useful for topsoil by the Architect shall be stockpiled at his direction at locations shown on the Drawings or as directed in the field. Topsoil shall be kept free from sub-soil, clay lumps, brush, objectionable weeds, litter, stones larger than 2 inches in diameter, stumps, roots, and other materials that would interfere with planting and maintenance operations.
2. All topsoil shall be stored on the site by Contractor in a location approved by the Architect. The Contractor shall use such topsoil for the purpose of fulfilling the topsoil requirements specified in this Contract.

Protect stockpile by immediately compacting, dressing down and seeding with annual rye for temporary cover. Provide a silt fence around the base of topsoil pile, after completing storage, to control erosion.

3. Use topsoil stockpiles on site as necessary to complete landscape work indicated on Drawings and in accordance with specifications for landscaping.

C. Satisfactory Soils: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, SM, CL, SC, GC or a combination of these group symbols; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter. Soils that exhibit a liquid limit less than 50 and a plasticity index of less than 25.

D. Unsatisfactory Soils: ASTM D 2487 soil classification groups CH, ML, MH, OL, OH, and PT, or a combination of these group symbols.

1. Unsatisfactory soils also include satisfactory soils not maintained within 3 percent of optimum moisture content at time of compaction.

E. Backfill and Fill: Satisfactory soil materials.

F. Subbase: At least 90 percent passing a 1-1/2 inch passing a No. 200 sieve.

G. Base: ASTM D2940; with at least 95 percent passing a 1-1/2 inch sieve and not more than 8 percent passing a No. 200 sieve.

H. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

I. Bedding: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

J. Drainage Fill: Washed, narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2- inch sieve and 0 to 5 percent passing a No. 8 sieve.

K. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.

L. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 ACCESSORIES

A. Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored as follows:

B. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, minimum 6 inches wide and 4 mils thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:

1. Red: Electric.
2. Yellow: Gas, oil, steam, and dangerous materials.
3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.

C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

1. Erosion control is the responsibility of the Contractor. Items shown on the Drawings are considered the minimum acceptable; however, as site conditions change, additional measures may be required to control sediment.
2. The Contractor shall indemnity and hold harmless the Owner, Architect, Engineer, Owner's representatives, and their agents and employees from any claim from their work.

3.2 DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

3.3 EXPLOSIVES

A. No explosives will be allowed.

3.4 EXCAVATION, GENERAL

A. All excavation on this project is unclassified regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions.

B. Material encountered in grading operation that, in the opinion of the Geotechnical Engineer or Owner, is unsuitable or undesirable shall be as follows:

1. The removal of unsuitable material will be directed by the Geotechnical Engineer or his field representative. All unsuitable material that is removed by the Contractor shall become the property of the Contractor and be disposed of off site or in a manner satisfactory to the Owner at no additional cost. All undercut shall be included in the Base Bid. See section 1.3 B. unit prices for quantity allowances.

2. Back fill for these areas will be with material approved by the Geotechnical Engineer, with layers of acceptable material compacted to the requirements set forth in these specifications.

C. Undercutting and replacement of unsuitable soils may be required to the underlying stiff soils. All undercut and replacement shall be handled in accordance with 1.3B Unit Prices above.

3.5 EXCAVATION FOR STRUCTURES

A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 0.1 feet. Extend excavations a minimum of 10' in distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

1. Excavations for Footings and Foundations: Do not disturb bottom of

excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

B. Where unsuitable soils are encountered, the soils shall be completely removed to underlying stiff material per 1.3B Unit Prices above.

3.6 EXCAVATION FOR WALKS AND PAVEMENT

A. Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades, to a distance of 8' beyond the edge of these walks and pavements.

B. Where unsuitable soils are encountered, the soils shall be completely removed to underlying stiff material per 1.3B Unit Prices above.

3.7 EXCAVATION FOR UTILITY TRENCHES

A. Excavate trenches to indicated gradients, lines, depths, and elevations.

1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.

B. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.

1. Clearance: 12 inches on each side of pipe or conduit.

C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

1. For pipe sizes 30" and below, the "cut line" shall be 4" below the bottom of the pipe and material replaced with 4" No. 57 stone bedding unless otherwise noted.
2. For pipe sizes larger than 30", the "cut line" shall be 6" below the bottom of the pipe and material replaced with 6" no. 57 stone bedding unless otherwise noted.

3.8 APPROVAL OF SUBGRADE

A. Notify Architect when excavations have reached required subgrade.

B. If Architect determines that unsatisfactory soil is present, continue

excavation and replace with compacted backfill or fill material as directed.

C. Proof roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades.

D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect.

3.9 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill may be used when approved by Architect.

1. Fill unauthorized excavations under other construction or utility pipe as directed by Architect.

3.10 STORAGE OF SOIL MATERIALS

A. Stockpile borrow materials and satisfactory excavated soil materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.11 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:

1. Construction below finish grade including, where applicable, damp- proofing, waterproofing, and perimeter insulation.
2. Surveying locations of underground utilities for record documents.
3. Inspecting and testing underground utilities.
4. Removing concrete formwork.
5. Removing trash and debris.
6. Removing temporary shoring and bracing, and sheeting.
7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

3.12 UTILITY TRENCH BACKFILL

A. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

B. Backfill trenches excavated under footings and within 18 inches of bottom of footings; fill with concrete to elevation of bottom of footings.

C. Provide 4-inch-thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase.

D. Place and compact initial backfill of subbase material, free of particles larger than 1 inch, to a height of 12 inches over the utility pipe or conduit.

1. Carefully compact material under pipe haunches and bring backfill evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of utility system.

E. Coordinate backfilling with utilities testing.

F. Fill voids with approved backfill materials while shoring and bracing, and as sheeting is removed.

G. Place and compact final backfill of satisfactory soil material to final subgrade.

H. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.13 FILL

A. Preparation: Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface before placing fills.

B. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

C. Off-site borrow materials may be used as fill within the building and pavement areas provided that their plasticity index (PI) less than 25. Material shall have a minimum dry density of 100 pcf.

D. High plasticity (fat clays) soils should not be used as engineered fill.

E. Place and compact fill material in layers to required elevations as follows:

1. Under grass and planted areas, use satisfactory soil material.
2. Under walks and pavements, use satisfactory soil material.
3. Under steps and ramps, use engineered fill.
4. Under building slabs, use engineered fill.
5. Under footings and foundations, use engineered fill.

3.14 MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 3 percent of optimum moisture content.

1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 3 percent and is too wet to compact to specified dry unit weight.

3.15 COMPACTION OF BACKFILLS AND FILLS

A. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure. Fill to extend 5' outside of the proposed building footprint.

C. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 698 (standard proctor).

1. Under structures, building slabs, steps, and pavements, scarify and re-compact top 12 inches of existing subgrade and each layer of backfill or fill material at 98 percent.
2. Under walkways, scarify and re-compact top 12 inches below subgrade and compact each layer of backfill or fill material at 95 percent.
3. Under lawn or unpaved areas, scarify and re-compact top 12 inches below subgrade and compact each layer of backfill or fill material at 95 percent.

3.16 GRADING

A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following

tolerances:

1. Lawn or Unpaved Areas: Plus or minus 0.17 ft.
2. Walks: Plus or minus 0.10 ft.
3. Pavements: Plus or minus 0.10 ft.

C. Grading inside Building Lines: Finish subgrade to a tolerance of 0.08 ft. when tested with a 10-foot straightedge.

3.17 SUBSURFACE DRAINAGE

A. Drainage Piping: Drainage pipe is specified in Division 33 Section "Stormwater Conveyance."

B. Subsurface Drain: Place a layer of drainage fabric around perimeter of drainage trench as indicated. Place a 6-inch course of filter material on drainage fabric to support drainage pipe. Encase drainage pipe in a minimum of 12 inches of filter material and wrap in drainage fabric, overlapping sides and ends at least 6 inches.

1. Compact each course of filter material to 95 percent of maximum dry unit weight according to ASTM D 698.

C. Drainage Backfill: Place and compact filter material over subsurface drain, in width indicated, to within 12 inches of final subgrade. Overlay drainage backfill with one layer of drainage fabric, overlapping sides and ends at least 6 inches.

1. Compact each course of filter material to 98 percent of maximum dry density according to ASTM D 698.
2. Place and compact impervious fill material over drainage backfill to final subgrade.

3.18 DRAINAGE COURSE

A. Under slabs-on-grade, place drainage course on prepared subgrade and as follows:

1. Compact drainage course to required cross sections and thickness to not less than 98 percent of maximum dry unit weight according to ASTM D 698.
2. When compacted thickness of drainage course is 6 inches or less, place materials in a single layer.
3. When compacted thickness of drainage course exceeds 6 inches, place materials in equal layers, with no layer more than 6 inches thick or less than 3 inches thick when compacted.

3.19 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.

B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.

C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.

D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:

1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 1000 sq. ft. or less of paved area or building slab, but in no case fewer than three tests.
2. Foundation Wall Backfill: At each compacted backfill layer, at least one test for each 100 feet or less of wall length, but no fewer than two tests.
3. Trench Backfill: At each compacted initial and final backfill layer, at least one test for each 150 feet or less of trench length, but no fewer than two tests.

E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.20 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct

surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.21 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove surplus satisfactory soil and waste material, including un-satisfactory soil, trash, & debris, and legally dispose of it off Owner's property.

END OF SECTION 31 2000

SECTION 32 1216
ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Hot-mix asphalt paving.
2. Hot-mix asphalt patching.
3. Hot-mix asphalt paving overlay.
4. Asphalt surface treatments.
5. Pavement-marking paint.
6. Cold milling of existing hot-mix asphalt pavement.

B. Related Sections include the following:

1. Division 31 Section “Earth Moving” for aggregate base courses.

1.3 DEFINITIONS

A. Hot-Mix Asphalt Paving Terminology: Refer to ASTM D 8 for definitions of terms.

B. DOT: Department of Transportation.

1.4 SYSTEM DESCRIPTION

A. Provide hot-mix asphalt paving according to materials, workmanship, and other applicable requirements of standard specifications of state or local DOT. Retain first subparagraph below if standard specifications are indicated on Drawings.

1. Standard Specification: Alabama Department of Transportation (ALDOT) "Standard specifications for highway construction" latest edition.
2. Measurement and payment provisions and safety program submittals included in the standard specifications do not apply to this Section.

1.5 SUBMITTALS

A. Product Data: For each type of product indicated. Include technical data and

tested physical and performance properties.

B. Job-Mix Designs: For each job mix proposed for the Work.

C. Material Test Reports: For each paving material.

D. Material Certificates: For each paving material, signed by manufacturers.

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer.

1. Manufacturer shall be a paving-mix manufacturer registered with and approved by authorities having jurisdiction or the DOT of the state in which Project is located.

B. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated, as documented according to ASTM E 548.

C. Regulatory Requirements: Comply with "Standard Specifications for Highway Construction" latest edition of ALDOT for asphalt paving work.

D. Asphalt-Paving Publication: Comply with AI MS-22, "Construction of Hot Mix Asphalt Pavements," unless more stringent requirements are indicated.

E. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 01. Review methods and procedures related to hot- mix asphalt paving including, but not limited to, the following:

1. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
2. Review condition of subgrade and preparatory work.
3. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.
4. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.

B. Store pavement-marking materials in a clean, dry, protected location within temperature range required by manufacturer. Protect stored materials from direct sunlight.

1.8 PROJECT CONDITIONS

A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp or if the following conditions are not met:

1. Prime and Tack Coats: Minimum surface temperature of 60 deg F.
2. Slurry Coat: Comply with weather limitations of ASTM D 3910.
3. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
4. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.

B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for oil-based materials, 50 deg F for water-based materials, and not exceeding 95 deg F.

PART 2 - PRODUCTS

2.1 AGGREGATES

A. General: Use materials and gradations that have performed satisfactorily in previous installations.

B. Coarse Aggregate: Course aggregate shall comply with ALDOT Section 801.

C. Fine Aggregate: Fine aggregate shall comply with ALDOT Section 802.

1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.

D. Mineral Filler: Mineral filter shall comply with ALDOT Section 805.

2.2 ASPHALT MATERIALS

A. Base course: Place to width and depth shown and comply with ALDOT Section 825, Type B.

B Asphalt Binder: Bituminous concrete binder layer to width and depth shown on the drawings in accordance with ALDOT Section 424B.

C Prime Coat: Shall be in accordance with ALDOT Section 401. D

Tack Coat: Shall be in accordance with ALDOT Section 405.

E Surface Course: Shall be in accordance with ALDOT Section 424A. F

Water: Potable.

2.3 AUXILIARY MATERIALS

A. Herbicide: Commercial chemical for weed control, registered by the EPA. Provide in granular, liquid, or wet-able powder form.

B. Sand: ASTM D 1073, Grade Nos. 2 or 3.

C. Joint Sealant: ASTM D 3405, hot-applied, single-component, polymer-modified bituminous sealant.

D. Pavement-Marking Paint: Alkyd-resin type, lead and chromate free, ready mixed, complying with FS TT-P-115, Type I or AASHTO M 248, Type N.

1. Color: As indicated on the drawings.

2.4 MIXES

A. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes meeting the requirements of the applicable sections of the ALDOT "Standard Specifications for Highway Construction" and complying with the following requirements:

1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
2. Base Course: ALDOT 825, Type B.
3. Binder Course ALDOT 424B.
4. Surface Course: ALDOT 424A.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that subgrade is dry and in suitable condition to support paving and imposed loads.

B. Verify that subgrade elevation is as indicated on the drawings.

C. Proof-roll subbase using heavy, pneumatic-tired rollers to locate areas that are unstable or that require further compaction.

D. Proceed with paving only after unsatisfactory conditions have been corrected.

3.2 COLD MILLING

A. Clean existing pavement surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement by cold milling to grades

and cross sections indicated.

1. Mill to a depth of 1-1/2 inches.
2. Mill to a uniform finished surface free of gouges, grooves, and ridges.
3. Control rate of milling to prevent tearing of existing asphalt course.
4. Repair or replace curbs, manholes, and other construction damaged during cold milling.
5. Excavate and trim unbound-aggregate base course, if encountered, and keep material separate from milled hot-mix asphalt.
6. Transport milled hot-mix asphalt to asphalt recycling facility.
7. Keep milled pavement surface free of loose material and dust.

3.3 PATCHING

A. Hot-Mix Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.

B. Portland Cement Concrete Pavement: Break cracked slabs and roll as required to reseat concrete pieces firmly.

1. Pump hot undersealing asphalt under rocking slabs until slab is stabilized or, if necessary, crack slab into pieces and roll to reseat pieces firmly.
2. Remove disintegrated or badly cracked pavement. Excavate rectangular or trapezoidal patches, extending into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Recompact existing unbound-aggregate base course to form new subgrade.

C. Tack Coat: Apply uniformly to vertical surfaces abutting or projecting into new, hot-mix asphalt paving at a rate of 0.05 to 0.15 gal./sq. yd.

1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

D. Patching: Partially fill excavated pavements with hot-mix asphalt base mix and, while still hot, compact. Cover asphalt base course with compacted, hot-mix surface layer finished flush with adjacent surfaces.

3.4 REPAIRS

A. Leveling Course: Install and compact leveling course consisting of hot-mix asphalt surface course to level sags and fill depressions deeper than 1 inch in existing

pavements.

1. Install leveling wedges in compacted lifts not exceeding 3 inches thick.

B. Crack and Joint Filling: Remove existing joint filler material from cracks or joints to a depth of.

1. Clean cracks and joints in existing hot-mix asphalt pavement.
2. Use emulsified-asphalt slurry to seal cracks and joints less than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.
3. Use hot-applied joint sealant to seal cracks and joints more than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.

3.5 SURFACE PREPARATION

A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.

1. Sweep loose granular particles from surface of unbound-aggregate base course. Do not dislodge or disturb aggregate embedded in compacted surface of base course.

B. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.

1. Mix herbicide with prime coat if formulated by manufacturer for that purpose.

C. Prime Coat: Apply uniformly over surface of compacted unbound-aggregate base course at a rate of 0.3 to 0.50 gal./sq. yd. Apply in accordance with ALDOT Section 401.03 (d) 4. Apply enough material to penetrate and seal but not flood surface. Allow prime coat to cure for 72 hours minimum.

1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
2. Protect primed substrate from damage until ready to receive paving.

D. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.

1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
2. Avoid smearing or staining adjoining surfaces, appurtenances, and

surroundings. Remove spillages and clean affected surfaces.

3.6 HOT-MIX ASPHALT PLACING

A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.

1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
2. Place hot-mix asphalt surface course in single lift.
3. Spread mix at minimum temperature of 250 deg F.
4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes, unless otherwise indicated.
5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.

B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.

1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete a section of asphalt base course before placing asphalt surface course.

C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.7 JOINTS

A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions with same texture and smoothness as other sections of hot-mix asphalt course.

1. Clean contact surfaces and apply tack coat to joints.
2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
3. Offset transverse joints, in successive courses, a minimum of 24 inches.
4. Construct transverse joints as described in AI MS-22, "Construction of Hot Mix Asphalt Pavements."
5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.8 COMPACTION

A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot hand tampers or vibratory-plate compactors in areas inaccessible to rollers.

1. Complete compaction before mix temperature cools to 185 deg F (85 deg C).

B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.

C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:

1. Average Density: 96 percent of reference laboratory density according to AASHTO T 245, but not less than 94 percent nor greater than 100 percent.
2. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent nor greater than 96 percent.

D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.

E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.

F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.

G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.9 INSTALLATION TOLERANCES

A. Thickness: Compact each course to produce the thickness indicated within the following tolerances:

1. Base Course: Plus or minus 1/2 inch.
2. Surface Course: Plus 1/4 inch, no minus.

B. Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:

1. Base Course: 1/4 inch.
2. Surface Course: 1/8 inch.
3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

3.10 PAVEMENT MARKING

A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.

B. Allow paving to age for 15 days before starting first coat of pavement marking. Second coat shall be placed 30 – 60 days after the first coat.

C. Sweep and clean surface to eliminate loose material and dust.

D. Apply 2 coats of paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils per coat.

3.11 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and to prepare test reports.

1. Testing agency will conduct and interpret tests and state in each report whether tested Work complies with or deviates from specified requirements.

B. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

C. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.

D. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.

E. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to ASTM D 979.

1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.
2. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.

    a. One core sample will be taken for every 1000 sq. yd. or less of installed pavement, with no fewer than 3 cores taken.
    b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.

F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.12 DISPOSAL

A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA-approved landfill.

1. Do not allow excavated materials to accumulate on-site.

END OF SECTION 31 1216

SECTION 32 1313
CONCRETE PAVING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes exterior cement concrete for the following:

1. Driveways and roadways.
2. Parking lots.
3. Curbs and gutters.
4. Walkways.
5. Site walls and footings.

B. Related Sections include the following:

1. Division 31 Section "Earthwork" for subgrade preparation, grading, and subbase course.

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, expansive hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume.

1.4 SUBMITTALS

A. Product Data: For each type of manufactured material and product indicated.

B. Design Mixes: For each concrete pavement mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.

C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated, based on comprehensive testing of current materials:

D. Material Certificates: Signed by manufacturers certifying that each of

the following materials complies with requirements:

1. Cementitious materials and aggregates.
2. Steel reinforcement and reinforcement accessories.
3. Fiber reinforcement.
4. Admixtures.
5. Curing compounds.
6. Applied finish materials.
7. Bonding agent or adhesive.
8. Joint fillers.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has completed pavement work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

B. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.

1. Manufacturer must be certified according to the National Ready Mix Concrete Association's Plant Certification Program.

C. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.

D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant and each aggregate from one source.

E. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by the requirements of the Contract Documents.

F. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixes.

G. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 01 – GeneralRequirements.

1. Before submitting design mixes, review concrete pavement mix design and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with concrete pavement to attend, including the following:

a. Contractor's superintendent.
b. Independent testing agency responsible for concrete design mixes.
c. Ready-mix concrete producer.
d. Concrete subcontractor.

1.6 PROJECT CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required other construction activities.

PART 2 - PRODUCTS

2.1 FORMS

A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.

1. Use flexible or curved forms for curves of a radius 100 feet (30.5 m) or less.

B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

2.2 STEEL REINFORCEMENT

A. Plain-Steel Welded Wire Fabric: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.

B. Deformed-Steel Welded Wire Fabric: ASTM A 497, flat sheet.

C. Epoxy-Coated Welded Wire Fabric: ASTM A 884/A 884M, Class A, plain steel.

D. Reinforcement Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

E. Epoxy-Coated Reinforcement Bars: ASTM A 775/A 775M; with ASTM A 615/A 615M, Grade 60 (Grade 420), deformed bars.

F. Steel Bar Mats: ASTM A 184/A 184M; with ASTM A 615/A 615M, Grade 60 (Grade 420), deformed bars; assembled with clips.

G. Plain Steel Wire: ASTM A 82, as drawn.

H. Epoxy-Coated Wire: ASTM A 884/A 884M, Class A coated, plain steel.

I. Joint Dowel Bars: Plain steel bars, ASTM A 615/A 615M, Grade 60 (Grade 420). Cut bars true to length with ends square and free of burrs.

J. Epoxy-Coated Joint Dowel Bars: ASTM A 775/A 775M; with ASTM A 615/A 615M, Grade 60 (Grade 420), plain steel bars.

K. Tie Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

L. Hook Bolts: ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6), internally and externally threaded. Design hook-bolt joint assembly to hold coupling against pavement form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.

M. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcement bars, welded wire fabric, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete, and as follows:

1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer coated wire bar supports.

N. Epoxy Repair Coating: Liquid two-part epoxy repair coating, compatible with epoxy coating on reinforcement.

2.3 CONCRETE MATERIALS

A. General: Use the same brand and type of cementitious material from the same manufacturer throughout the Project.

B. Portland Cement: ASTM C 150, Type I or II.

1. Fly Ash: ASTM C 618, Class F or C. Use one brand of cement throughout project unless otherwise accepted.
2. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.

C. Blended Hydraulic Cement: ASTM C 595M, Type IS, portland blast-furnace slag cement.

D. Blended Hydraulic Cement: ASTM C 595M, Type IP portland pozzolan cement.

E. Blended Hydraulic Cement: ASTM C 595M, Type I (PM) pozzolan-modified portland cement.

F. Blended Hydraulic Cement: ASTM C 595M, Type I (SM) slag-modified portland cement.

G. Aggregate: ASTM C 33, uniformly graded, from a single source, with coarse aggregate as follows:

1. Class: 4S.
2. Class: 4M.
3. Class: 1N.
4. Maximum Aggregate Size: 1-1/2 inches nominal.
5. Maximum Aggregate Size: 1 inch nominal.
6. Maximum Aggregate Size: 3/4 inch nominal.
7. Do not use fine or coarse aggregates containing substances that cause spalling.

H. Water: ASTM C 94.

2.4 ADMIXTURES

A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cement and to be compatible with other admixtures.

B. Air-Entraining Admixture: ASTM C 260.

C. Water-Reducing Admixture: ASTM C 494, Type A.

D. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.

E. Water-Reducing Non-Chloride Accelerating Admixture: ASTM C 494, Type E.

F. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.

2.5 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) dry.

B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

C. Water: Potable.

D. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

E. Clear Solvent-Borne Liquid-Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.

F. Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.

G. White Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 2, Class B.

2.6 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber, or ASTM D 1752, cork or self-expanding cork.

B. Coloring Agent: ASTM C 979, synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable, nonfading, and resistant to lime and other alkalis.

1. Color: As selected by Architect from manufacturer's full range.

C. Pavement-Marking Paint: Alkyd-resin type; ready mixed; complying with FS TT- P-115, Type I, or AASHTO M 248, Type N.

1. Color: As indicated.

D. Slip-Resistive Aggregate Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery with emery aggregate containing not less than 50 percent aluminum oxide and not less than 25 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.

E. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

F. Rock Salt: Sodium chloride crystals, kiln dried, coarse gradation with 100 percent passing 3/8-inch sieve and 85 percent retained on a No. 8 sieve.

G. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class and grade to suit requirements, and as follows:

1. Type II, non-load bearing, for bonding freshly mixed concrete to hardened concrete.
2. Types I and II, non-load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
3. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

H. Chemical Surface Retarder: Water-soluble, liquid set retarder with color dye, for horizontal concrete surface application, capable of temporarily delaying final hardening of concrete to a depth of 1/8 to 1/4 inch.

I. Colored Dry-Shake Hardener: Factory-packaged dry combination of portland cement, graded quartz aggregate, coloring pigments, and plasticizing admixture. Use coloring pigments that are finely ground, nonfading mineral oxides interground with cement.

1. Color: As selected by Architect from manufacturer's full range.

2.7 CONCRETE MIXES

A. Prepare design mixes, proportioned according to ACI 211.1 ACI 301 and ACI 318-89, Section 5.3, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.

B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for the trial batch method.

1. Do not use Owner’s field quality-control testing agency as the independent testing agency.

C. Proportion mixes to provide concrete with the following properties:

1. Compressive Strength (28 Days): 4000 psi for site walls and footings.
2. Compressive Strength (28 Days): 3000 psi unless noted.
3. Maximum Water-Cementitious Materials Ratio: 0.50 for site walls.
4. Maximum Water-Cementitious Materials Ratio: 0.53 unless noted.
5. Slump Limit: 3-5 inches.

D. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash: 25 percent.
2. Combined Fly Ash and Pozzolan: 25 percent.
3. Ground Granulated Blast-Furnace Slag: 50 percent.
4. Combined Fly Ash or Pozzolan, and Ground Granulated Blast-Furnace Slag: 50 percent portland cement minimum, with fly ash or pozzolan not exceeding 25 percent.

E. Add air-entraining admixture at manufacturer’s prescribed rate to result in concrete at point of placement having an air content as follows within a tolerance of plus or minus 1.5 percent:

1. Air Content: 5.5 percent for 1-1/2-inch maximum aggregate.
2. Air Content: 6.0 percent for 1-inch maximum aggregate.

3. Air Content: 6.0 percent for ¾-inch maximum aggregate.

F. Synthetic Fiber: Uniformly disperse in concrete mix at manufacturer's recommended rate, but not less than 1.0 lb/cu. yd.

G. Coloring Agent: Add coloring agent to mix according to manufacturer's written instructions.

2.8 CONCRETE MIXING

A. Ready-Mixed Concrete: Comply with requirements and with ASTM C 94 and ASTM C 1116.

1. When air temperature is between 85 deg F (30 deg C) and 90 deg F (32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

B. Project-Site Mixing: Comply with requirements and measure, batch, and mix concrete materials and concrete according to ASTM C 94. Mix concrete materials in appropriate drum-type batch machine mixer.

1. For mixers of 1 cu. yd. or smaller capacity, continue mixing at least one and one-half minutes, but not more than five minutes after ingredients are in mixer, before any part of batch is released.
2. For mixers of capacity larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd.
3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mix type, mix time, quantity, and amount of water added.

PART 3 - EXECUTION

3.1 PREPARATION

A. Proof-roll prepared subbase surface to check for unstable areas and verify need for additional compaction. Proceed with pavement only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.

B. Remove loose material from compacted subbase surface immediately before placing concrete.

3.2 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow

continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

B. Clean forms after each use and coat with form release agent to ensure separation from concrete without damage.

3.3 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating reinforcement and with recommendations in CRSI's "Placing Reinforcing Bars" for placing and supporting reinforcement.

1. Apply epoxy repair coating to uncoated or damaged surfaces of epoxy-coated reinforcement.

B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.

C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.

D. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

E. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch overlap to adjacent mats.

3.4 JOINTS

A. General: Construct construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.

1. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.

B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour, unless pavement terminates at isolation joints.

1. Provide preformed galvanized steel or plastic keyway-section forms or bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1-1/2 inches into concrete.
2. Continue reinforcement across construction joints, unless otherwise

indicated. Do not continue reinforcement through sides of pavement strips, unless otherwise indicated.

3. Provide tie bars at sides of pavement strips where indicated.
4. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
5. Use epoxy bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.

1. Locate expansion joints at intervals of 50 feet, unless otherwise indicated.
2. Extend joint fillers full width and depth of joint.
3. Terminate joint filler less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
6. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

D. Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint.

E. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with groover tool to the following radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.

   a. Radius: 1/4 inch.

2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3-mm-) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.

F. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to the following radius. Repeat tooling of edges after

applying surface finishes. Eliminate tool marks on concrete surfaces.

1. Radius: 1/4 inch.

3.5 CONCRETE PLACEMENT

A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcement steel, and items to be embedded or cast in. Notify other trades to permit installation of their work.

B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.

C. Moisten subbase to provide a uniform dampened condition at the time concrete is placed. Do not place concrete around manholes or other structures until they are at the required finish elevation and alignment.

D. Comply with requirements and with recommendations in ACI 304R for measuring, mixing, transporting, and placing concrete.

E. Do not add water to concrete during delivery, at Project site, or during placement.

F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

G. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures to consolidate concrete according to recommendations in ACI 309R.

1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.

H. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed.

1. Remove and replace portions of bottom layer of concrete that have been placed more than 15 minutes without being covered by top layer, or use bonding agent if approved by Architect.

I. Screed pavement surfaces with a straightedge and strike off. Commence initial floating using bull floats or darbies to form an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not

further disturb concrete surfaces before beginning finishing operations or spreading dry-shake surface treatments.

J. Curbs and Gutters: When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not approved, remove and replace with formed concrete.

K. Slip-Form Pavers: When automatic machine placement is used for pavement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce pavement to required thickness, lines, grades, finish, and jointing as required for formed pavement.

1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of paver machine during operations.

L. When adjoining pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained 85 percent of its 28-day compressive strength.

M. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When air temperature has fallen to or is expected to fall below 40 deg F (4.4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
2. Do not use frozen materials or materials containing ice or snow.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.

N. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 deg F (32 deg C). Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover reinforcement steel with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, reinforcement steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.6 CONCRETE FINISHING

A. General: Wetting of concrete surfaces during screeding, initial floating, or finishing operations is prohibited.

B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and the concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots, and fill low spots. Refloat surface immediately to uniform granular texture.

1. Burlap Finish: Drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture.
2. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.
3. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch (1.6 to 3 mm) deep with a stiff-bristled broom, perpendicular to line of traffic.

3.7 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and follow recommendations in ACI 305R for hot-weather protection during curing.

B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

C. Begin curing after finishing concrete, but not before free water has disappeared from concrete surface.

D. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

a. Water.
b. Continuous water-fog spray.
c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent

absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.8 PAVEMENT TOLERANCES

A. Comply with tolerances of ACI 117 and as follows:

1. Elevation: 1/4 inch.
2. Thickness: Plus 3/8 inch, minus 1/4 inch.
3. Surface: Gap below 10-foot- long, unleveled straightedge not to exceed 1/4 inch.
4. Lateral Alignment and Spacing of Tie Bars and Dowels: 1 inch.
5. Vertical Alignment of Tie Bars and Dowels: 1/4 inch.
6. Alignment of Tie-Bar End Relative to Line Perpendicular to Pavement Edge: 1/2 inch.
7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Pavement Edge: Length of dowel 1/4 inch per 12 inches.
8. Contraction Joint Depth: Plus 1/4 inch, no minus.
9. Joint Width: Plus 1/8 inch, no minus.

3.9 PAVEMENT MARKING

A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.

B. Allow concrete pavement to cure for 30 days and be dry before starting first coat of pavement marking. Second coat shall be placed 30 – 60 days after the first.

C. Sweep and clean surface to eliminate loose material and dust.

D. Apply 2 coats of paint with mechanical equipment to produce pavement markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils per coat.

3.10 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing and inspection agency to

sample materials, perform tests, and submit test reports during concrete placement. Sampling and testing for quality control may include those specified in this Article.

B. Testing Services: Testing shall be performed according to the following requirements:

1. Sampling Fresh Concrete: Representative samples of fresh concrete shall be obtained according to ASTM C 172, except modified for slump to comply with ASTM C 94.
2. Slump: ASTM C 143; one test at point of placement for each compressive-strength test, but not less than one test for each day's pour of each type of concrete. Additional tests will be required when concrete consistency changes.
3. Air Content: ASTM C 231, pressure method; one test for each compressive-strength test, but not less than one test for each day's pour of each type of air-entrained concrete.
4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each set of compressive-strength specimens.
5. Compression Test Specimens: ASTM C 31/C 31M; one set of four standard cylinders for each compressive-strength test, unless otherwise indicated. Cylinders shall be molded and stored for laboratory-cured test specimens unless field-cured test specimens are required.
6. Compressive-Strength Tests: ASTM C 39; one set for each day's pour of each concrete class exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd.. One specimen shall be tested at 7 days and two specimens at 28 days; one specimen shall be retained in reserve for later testing if required.
7. When frequency of testing will provide fewer than five compressive-strength tests for a given class of concrete, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
8. When total quantity of a given class of concrete is less than 50 cu. yd. Architect may waive compressive-strength testing if adequate evidence of satisfactory strength is provided.
9. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, current operations shall be evaluated and corrective procedures shall be provided for protecting and curing in-place concrete.
10. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive compressive-strength test results equal or exceed specified compressive strength and no individual compressive-strength test result falls below specified compressive strength by more than 500 psi.

C. Test results shall be reported in writing to Architect, concrete manufacturer, and

Contractor within 24 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing agency, concrete type and class, location of concrete batch in pavement, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

D. Additional Tests: Testing agency shall make additional tests of the concrete when test results indicate slump, air entrainment, concrete strengths, or other requirements have not been met, as directed by Architect. Testing agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

3.11 REPAIRS AND PROTECTION

A. Remove and replace concrete pavement that is broken, damaged, or defective, or does not meet requirements in this Section.

B. Drill test cores where directed by Architect when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.

C. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.

D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 32 1313

SECTION 32 3300
SITE FURNITURE

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes manufactured site furniture to be furnished and installed by the Contractor.

B. Related Requirements:

1. Installation of surfaces and bases to receive furniture mounting
2. Setting material, grouts, sealants and caulks

1.2 REFERENCES

A. American Society for Testing and Materials (ASTM)

B. NOMMA- Metal finishes manual

1.3 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product, indicate component materials and dimensions and include construction and application details.

1. Include material safety data

B. Samples

1. Submit 1 sample of each type of furniture material,

a. 6" x 6" size for each material
b. Sample to be submitted for material, color and finish

C. Shop Drawings

1. Submit shop drawings for anchoring to surfaces and substrates
2. Details shall show all reinforcing and special hardware required for securing furniture in position
3. Specify material sizes, shapes, plans, sections, install details and finishes per requirements.

D. Mock-ups as required

1.4 INFORMATIONAL SUBMITTALS

A. Certification attesting that materials meet specification requirements.

B. Submit copy of Quality Assurance Program and Procedures

C. Welder certifications as required

1. Qualify welders and procedures per AWS standard qualification procedures

D. Structural calculations and testing as required

E. Manufacturer's warranty

1.5 PERFORMANCE REQUIREMENTS

A. Furniture shall be mounted and otherwise secured to withstand anticipated loads and forces for intended use without permanent deflection or loss of anchorage

1. Coordinate roof mounted furniture with building architect and related consultants

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications:

1. All furniture products shall be manufactured by a firm presently specializing on the manufacture of the type shown on the drawing
2. Manufacturer's plant shall have been in continuous production for the last five (5) years
3. Proof of successful continuous experience in similar work over the past five (5) years must be presented and approved by the Architect prior to bidding
4. Quality Assurance Program and Procedure Manual

B. Provide manufacturer's standard and extended warranty (if available) for materials and installation at project completion.

1. Compile and submit warranty information to owner at project completion

1.7 DELIVERY, STORAGE AND HANDLING

A. Packaging and Shipping: Furniture to be palletized and shrink wrapped, delivered in original unopened packaging with legible manufacturer identification, including size, piece number, quantities, manufacture date and inspector's initials.

B. Storage and Protection: Furniture to be stored in secure area in original packaging. Protect from damage by other trades.

PART 2 - PRODUCTS

2.1 MANUFACTURED FURNITURE

Product: Bench

Manufacturer: Ultra Site

Name and Model: Hamilton Bench with Back (Model #91-S6)

Finish: Powder coat

Color: Black

Product: Backless Bench

Manufacturer: Ultra Site

Name and Model: Hamilton Bench without Back (Model #92-S6)

Finish: Powder coat

Color: Black

Product: Waste Receptacle

Manufacturer: Ultra Site

Name and Model: Classic Swing Door Receptable (Model #CL-36RB)

Finish: Powder coat

Color: Black

Product: Retractable Bollard

Manufacturer: Reliance

Foundry

Name and Model: Single Locking Retractable Bollard (Model R-8471)

Material: Stainless Steel

Finish: Brushed

Color: White (reflected stripe)

Product: Water Fountain

Manufacturer: Halsey Taylor

Name and Model: Outdoor HydroBoost Bottle Filling Station (Model #4420BF1UDBYLW)

Finish: Powder Coat

Color: Black

2.2 FINISH

A. Per product

2.3 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

2.4 MISCELLANEOUS MATERIALS

A. Caulks and Sealants

1. Polyurethane or acrylic sealant
2. Color to be selected by architect from standard color pallette.

2.5 SECURING FURNITURE

A. Secure furniture in accordance with construction plans, approved shop drawing and field dimensions using manufacturer’s recommended installation instructions

1. Use manufacturer’s specifications for anchoring systems and hardware unless it will create a conflict with other construction details
2. Provide shop drawings for non-standard installation details

B. Provide drainage to prevent entrapment of water by furniture installation.

PART 3 - EXECUTION

3.1 EXAMINATION

A. A. Examine areas to receive furniture for the following:

1. Defects in existing work or substrate.
2. Deviation beyond allowable tolerances for the substrate.

B. Start work only when defects have been corrected by others.

3.2 INSTALLATION

A. Manufacturer's Instructions: In addition to specified requirements, comply with manufacturer's instructions and recommendations for substrate preparation, sealing, finishing and curing.

B. Setting

1. Set accurately as shown on construction plans, field measurements, and approved shop drawing.

2. Alignment of furniture should be straight and true to all dimensions. It may not vary more than 1/8" in length, height or width.
3. Set mountings within sleeves, use anchor bolts or core drill for mounting holes. Maintain slab edge distances and rail locations per shop drawings.
4. Make all adjustments to alignment for satisfactory furniture appearance and to plumb items prior to final tightening of fasteners or pouring of holes.
5. Set mountings within sleeves or cored holes using a high quality anchoring grout such as Quickrete. Slope grout for drainage.
6. After installation is complete clean product using non-abrasive mild soap and water. Do not utilize any cleaners containing any type of acid.

C. Protection

1. Upon completion, the work shall be ready for final inspection and acceptance by the owner or owner agent.
2. General contractor shall protect the finished work from the time the installing contractor completes the work.

3.3 QUALITY ASSURANCE

A. Obtain furniture through one source from a single manufacturer for each furniture item type.

B. Check dimensions of other construction by accurate field measurements before fabrication to ensure proper fit up. Incorporate final dimensions into field use shop drawings. Coordinate fabrication lead times with construction progress to avoid delaying the work.

C. Shop assembled mechanical joints shall fit to within 1/16”.

D. Expansion joints shall fit within 1/4” to allow for thermal expansion of dissimilar materials.

E. Furniture shall be plumb to within 1/8” over 3’-0’.

3.4 WARRANTY

A. Installer shall warrant installation of furniture for a period of 2 years from date of substantial completion against failure of workmanship and materials.

END OF SECTION

SECTION 32 8400
IRRIGATION

PART 1- GENERAL

1.1 SYSTEM DESCRIPTION

A. The sprinkler system shall include sprinklers, valves, piping fittings, controller, wiring, all of sizes and types as shown on the drawings and specified. The system shall be constructed to grades and conform to areas and locations as shown on the drawings.

B. Sprinkler lines shown on the drawings are essentially diagrammatic. Spacing of the sprinkler heads or quick coupling valves are shown on the drawings and shall be exceeded only with written permission of the Designer.

C. Unless otherwise specified or indicated on the drawings, the construction of the sprinkler system shall include the furnishing, installing, and testing of all mains, laterals, risers and fittings, sprinkler heads, gate valves, control valves, controllers, electric wire, controls, backflow preventers, enclosures, and other necessary specialties and the removal and/or restoration of existing improvements, excavating and backfill, and all other work in accordance with the plans and specifications a required for a complete system.

1.2 QUALITY ASSURANCE

A. Installer Qualifications: Irrigation Contractor shall have successfully completed five (5) projects similar in material, size, scope and complexity to that indicated for this Project that have resulted in construction with a record of successful in-service performance. This requirement includes Pump installation Contractor.

1. Firm Experience Period: Five (5) years of experience

2. Field Foreman Experience: Five (5) years of experience with installing firm.

B. Conference: Before any work is started a conference shall be held between the Contractor and the Owner concerning the work under this contract.

B. The Contractor shall maintain continuously a competent superintendent, satisfactory to the Owner, on the work during progress with authority to act or him in all matter pertaining to the work.

C. It is the Irrigation Contractor's responsibility to coordinate and cooperate with the other Contractors to enable work to proceed rapidly and efficiently.

D. The Contractor shall confine his operations to the area to be improved and to the areas allotted him by the Designer and General Contractor for material and equipment.

E. Contractor shall take all necessary to protect the existing site conditions and vegetation.

1.3 SUBMITTALS

A. General: Submit in accordance with Shop Drawings, Product Data, and Samples.

B. Shop Drawings and Equipment Product Information:

1. Prior to purchasing materials, submit product information on all sprinkler heads, automatic valves, quick coupling valves, controller, and pipe to be used on the project.

2. Contractor shall review drawings and data to supply actual precipitation rates and times for each zone in maintenance package.

3. Prior to trenching, Contractor shall submit proposed trenching equipment to Designer for approval.

C. Record Drawings and Instructions

1. Upon completion of installation, Contractor shall produce as-built drawings in Autocad 2017 format and furnish one set of reproducible and one set of printed record drawings showing all sprinkler heads, valves, drains, and pipelines to scale with dimensions. These drawings shall have dimensions from easily located stationary points (cross measured) as they relate to all valves, mainlines, and wire. Clearly note all approved substitutions of size, material, etc. Complete, concise instruction sheets and parts lists covering all operating equipment and weathering techniques shall be bound into folders and furnished to the Owner in three (3) copies. Submission of this information is a requirement for final acceptance.

1.4 SITE CONDITIONS

A. The Contractor shall examine the site, plans and specifications (i.e. system requirements).

B. It shall be the Contractor's responsibility to report in writing to the Designer any deviations between drawings, specification, and actual site conditions. Failure to do so prior to the installing of equipment shall be done at the Contractor's expense.

C. Adjustment of the sprinkler heads and automatic equipment will be done by the Contractor, upon completion of installation, to provide optimum performance.

D. After completion, testing, and acceptance of the system, the Contractor shall verbally instruct the Owner's personnel in the operation and maintenance of the system. All written instruction shall be included in the bound maintenance package as stated in Paragraph 1.3 - Submittals.

PART 2 - PRODUCTS

2.1 PIPE AND FITTINGS

A. Pipe sizes shall conform to those shown on the drawings. No substitutions of smaller pipe sizes will be permitted, but substitutions of larger size may be approved. All pipe damaged or rejected because of defects shall be removed from the site at the time of said rejection.

B. All mainline piping (21/2") two and one half inches and larger will be equipped with gaskets.

C. All fittings for mainline pipes two and one half (21/2") inches or larger will be equipped with gaskets.

D. All piping downstream of electric valves, sizes (3) inches and smaller, shall be rigid unplasticized PVC 200 PSI working pressure extruded from virgin parent material of the type specified on the drawings. The pipe shall be homogeneous throughout and free from visible cracks, holes, foreign materials, blisters, wrinkles and permanently marked with the manufacture's name, material, size, and schedule type. Pipe must bear the NFS seal.

E. All mainline piping and underground piping under continuous pressure shall be rigid unplasticized PVC-Class 200 PSI working pressure extruded from virgin parent material of the type specified on the drawings. The pipe shall be homogeneous throughout and free from visible cracks, holes, and foreign materials, blisters, wrinkles and dents.

F. All plastic fittings to be installed shall be molded fittings manufactured of the same material as the pipe and shall be suitable for solvent weld, slip joint ring tight seal, or screwed connections NO fitting made of other material shall be used except as hereinafter specified.

G. Slip fitting socket tapers shall be so sized that a dry unsoftened pipe end conforming to these special provisions can be inserted no more than halfway into the socket. Plastic saddle and flange fittings will not be permitted. Only Schedule 80 pipe may be threaded.

H. Fittings for all Mainline Piping 4" and larger shall be Harco Ductile Iron Gasketed Fittings. All mainline shall utilize approved thrust blocking and or restraints. Thrust Blocking and restraints to be installed as per manufacturer's recommendations for pipe type, pipe size and local environmental conditions.

2.2 SLEEVES

A. All sleeves shall be Class 200 PVC or stronger. All sleeves are required at everycrossing indicated on drawings. (Size Noted)

B. All sleeves shall be installed under proposed pavement areas prior to subgrade and base construction.

C. Sleeves shall have a minimum horizontal separation of 18" and a maximum of twenty-four (24) inch clearance below bottom of curb.

D. All sleeves shall have a minimum horizontal separation of twenty-four (24) and maximum of thirty-six inches from center to center.

E. Stub up sleeve pipe twelve (12) inches above ground surface and cap. Paint cap with fluorescent orange paint for easy identification.

F. The location of all sleeves shown on the plans is schematic. The contractor shall make any adjustments necessary to accommodate existing vegetation, utilities, or other existing conditions.

G. If the road crossings are designated as being bore locations the bore must be ample size to accommodate the size sleeve specified.

2.3 CONTROL SYSTEM

A. The Controller shall be two-wire, decoder based system (as stated on plans).

B. The automatic controllers shall be as shown on the plans and shall be made by the same manufacturer as valves.

C. Install Rain Check or Mini-Click type shut off device to override the control timer in the event of rain.

2.4 CONTROL WIRE

A. Two-wire Control wire shall be type UF, UL approved, for direct burial and shall be #14-2/MAXI, solid copper, double jacked, insulated.

B. Joining of underground wires shall be made with watertight connectors in valve boxes. No splicing between boxes is acceptable. Utilize 3M DBR/Y-6 Connections unless directed otherwise.

C. All wire connections in valve boxes; first example shall stay open until the Designer approves.

D. Install LSP-1 Surge Proection Device every 300 feet or every 6 decoders, whichever is less, with Ground Rod, on two-wire path and at end of wire run that terminates in field (star configuration).

2.5 IRRIGATION VALVES

A. Zone Control Valves

1. Globe-type diaphragm valves of normally closed design, with bronze bodies or heavy- duty plastic and covers (type noted on drawings). Operation accomplished by means of an integrally mounted heavy-duty 24 volt AC solenoid complying with National Electrical Code, Class II Circuit, solenoid coil potted in epoxy resign within a plastic-coated stainless steel housing. Solenoids shall be completely waterproof, suitable for direct underground burial. Provide a flow stem adjustment in each

valve.

2. To be installed with Single Station Decoder (as specified on plans).

2.6 VALVE BOXES

A. All valves shall be installed in thermoplastic valve access boxes of the size required to permit access to the valve. Valve boxes shall include black thermoplastic locking covers. Manufacturer - Carson or approved equal.

B. All valve boxes shall be installed on at least a two (2) cubic foot gravel base to provide foundation and drainage.

C. All valve box elevations shall be ½" below finished grade.

2.7 THRUST BLOCKS

A. Place one cubic ft. of concrete for each inch of pipe diameter for thrust block. Thrust shall not allow vertical or horizontal movement of pipe in any direction unless otherwise noted on design. Thrust blocking shall be provided on all piping three (3) inch diameter and larger.

2.8 DRIP IRRIGATION

A. Drip irrigation equipment shall be as specified on plans (emitter types, emitter flow rates, etc).

PART 3 - EXECUTION

3.1 EXCAVATION AND BACKFILL

A. Trenches for pipe sprinkler lines shall be excavated of sufficient depth and width to permit proper handling and installation by any other method the Contractor may desire if approved by the Owner, pipe manufacturer, and Designer. The backfill shall be thoroughly compacted and evened off with the adjacent soil level. Selected fill dirt or sand shall be used if soil conditions are rocky. In rocky areas the trenching depth shall be two (2) inches below normal trenching depth to allow for this bedding. The fill dirt or sand shall be used in filling (4) inches above the pipe. The remainder of the backfill shall contain no lumps or rocks larger than three (3) inches. The top twelve (12) inches of backfill shall be topsoil, free of rocks, subsoil, or trash. Any open trenches or partially backfilled trenches left overnight or left unsupervised shall be barricaded to prevent undue hazard to the public.

2. The Contractor shall backfill in six (6) inch compacted lifts as needed to bring the soil to its original density.

C. In the spring following the year of installation, the Contractor shall repair any settlement of

the trenches by bringing them to grade with topsoil, and seeding with the existing lawn type(s). Watering and maintenance of the repaired areas shall be the Owner's responsibility.

3.2 INSTALLATION OF PLASTIC PIPE

A. Plastic pipe shall be installed in a manner that permits expansion and contraction as recommended by the manufacturer.

B. Plastic pipe shall be cut with a handsaw or hacksaw with the assistance of a square in sawing vice or in a manner so as to ensure a square cut. Burrs at cut ends shall be removed prior to installation so that a smooth unobstructed flow will be obtained.

C. All plastic-to-plastic joints shall be solvent weld joints or slip seal joints. Only the solvent recommended for the pipe and fittings shall be installed as outlined and instructed by the pipe manufacturer. The Contractor shall assume full responsibility for the correct installation.

D. The joints shall be allowed to set at least twenty-four (24) hours before pressure is applied to the system on PVC pipe.

3.3 CONTROLLER AND ELECTRICAL CONNECTIONS

A. All electrical connections shall conform to the National Electrical Code, latest edition.

B. Control wires installed beneath walks, drives, or other permanent surfaces shall be placed in sleeves.

C. Wires shall be spliced only at valve boxes.

D. Leave twenty-four (24) inch loop of wire at each valve for expansion/contraction and servicing.

E. Controllers and valves shall be from the same company e.g. (Rain Bird, Toro or approved equal).

F. 120 VAC electrical power supply to the controller location shall be supplied by others.

3.4 FLUSHING AND TESTING

A. After all new sprinkler piping and risers are in place and connected for a given section and all necessary division work has been completed and prior to the installation of sprinkler heads all control valves shall be opened and a full head of water used to flush out the system.

B. Sprinkler main shall be pressure tested as follows:
   1. Two (2) hour pressure test at 1.5 times the system operating pressure
   2. Twenty four (24) hour pressure test at the system operating pressure

If leaks occur, repair and repeat the test until no leaks occur (pressure does not drop). Give Designer twenty-four hours notice prior to testing.

C. Testing of the system shall be performed after completion of the entire installation and any necessary repairs shall be made at the Contractor's expense to put the system in good working order before final payment by the Owner.

D. Adjustment of the sprinkler heads, and automatic equipment, will be done by the Contractor upon completion of installation to provide optimum performance. Minor adjustments during the guarantee period will be made by the Owner.

E. After completion, testing, and acceptance of the system, the Contractor will instruct the Owner's personnel in the operation and maintenance of the system.

3.5 CLEAN UP AND PROTECTION

A. During irrigation work, Contractor shall keep project site clean and orderly

B. Upon Completion of Work, clear grounds of debris, superfluous materials and all equipment.

Remove from site to satisfaction of the Owner's Representative.

3.6 WINTERIZING THE SYSTEM

A. Contractor's responsibility to winterize the irrigation system the first winter following Substantial Completion of the Project.

3.7 INSPECTION

A. Periodic Inspections will be made by the Landscape Architect/Owner's Representative to review the quality and progress of the work. Work found to be unacceptable must be corrected within a timely mater (to be determined by Owner's Representative). Remove rejected materials promptly from the project site.

B. It will be the responsibility of the Irrigation Contractor to provide a reliable communication system (i.e. Two way radios or remote radio control activation system) for Substantial Completion and all periodic inspections.

PART 4.0 – CODES, PERMITS, WARRANTY, AND GUARANTEE

4.1 CODES AND ORDINANCES

A. All materials, installation parameters, and operations shall conform to all applicable codes and ordinances. It is the Contractor's responsibility to investigate and follow all regulations. Contractor is responsible to verify applicable codes and ordinances prior to submitting bid. Before bid submittal, it is the Contractor's responsibility to notify the

Irrigation Consultant/Designer at least 5 days before bid submittal, of any changes due to code or ordinance discrepancies. If the Contractor does not comply with this process and notification, the Contractor shall be responsible for the necessary installation change and redesign costs for non-compliance.

4.2 PERMITS AND FEES

A. The Contractor shall obtain, at his expense, all required permits and shall pay all required fees. Any penalties imposed due to failure to obtain any permit or pay any fee shall be the responsibility of the Contractor.

4.3 WARRANTY AND GUARANTEE

A. The Contractor shall furnish a certificate of warranty registration and a written guarantee of work and materials for a one year period from the date of final acceptance of the Irrigation System by the Owner and the Designer.

END OF SECTION

SECTION 32 9000
LANDSCAPE MAINTENANCE

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 00 Specification Sections apply to this section.

1.2 SUMMARY

A. This section describes maintenance of plants, lawn, and irrigation system for a period of one year after date of substantial completion of their construction.

1.3 RELATED SECTIONS

A. Section 32 9223, Grassing

B. Section 32 9300, Planting

1.4 REFERENCES

A. AAN: American Association of Nurserymen

B. ANSI: American National Standards Institute

1. ANSI Z60.1: Nursery Stock

C. National Arborist Association Standard No. 3

D. ASTM: American Society of Testing Materials

1.5 QUALITY ASSURANCE

A. Obtain each type of prepackaged and bulk material from one source with resources to provide materials and products of consistent quality in appearance and physical properties.

B. Manufacturer Qualifications:

1. Each type of manufactured product covered under this Section shall be produced by a single manufacturer unless otherwise specified

2. Manufacturer shall submit evidence of having not less than five (5) years successful production of this product

C. Subcontractor Qualifications:

1. Subcontractor shall submit evidence of skill and not less than five (5) years specialized experience with specified products

2. Utilize an installer having successfully completed maintenance similar in design, material and extent indicated on this project.
3. Coordinate sequencing, scheduling and protection of work (including finished work) with other supporting, adjacent, contiguous or otherwise related material trades

1.6 SUBMITTALS

A. Samples for verification:

1. Accepted samples become the standard of acceptance for the work

2. Submit one cubic foot of mulch for review ten days prior to delivery to the work area.

3. Submit one cubic foot of topsoil proposed thirty days prior to delivery to the work area.

a. Submit three samples to soil testing laboratory in sealed containers to prevent contamination.

i. Submit physical and chemical test report results prior to delivery of the topsoil sample.

B. Certificates required by law shall accompany shipments. Deliver all certificates to the Owner.

C. Product Data:

1. Manufacturer's product catalog sheets with specifications

2. Laboratory test results certifying compliance with referenced standards

D. Installation Subcontractor:

1. Job references from projects of similar size and complexity. Provide Owner/Client/General Contractor names, postal address, phone, and email.

2. Submit installer qualifications to provide satisfactory evidence that the installer complies with the qualifications set out in section 1.5.

3. Written Method Statement and Quality Control Plan that describes material staging and flow, installation procedures, and representative reporting forms that ensure conformance to the project specifications.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Comply with manufacturer's ordering instructions and lead-time requirements to avoid construction delays

B. Store packaged materials on elevated platforms in a secure, dry location. If not stored in an enclosed location, fully cover tops and sides of material with waterproofsheeting, securely tied.

C. Delivery of materials and products:

1. In manufacturer's original, unopened, undamaged container packaging with identification tags intact.

2. Comply with manufacturer's ordering instructions and lead-time requirements to avoid construction delays.
3. Coordinate delivery schedule to minimize interference with normal use of buildings adjacent to work.

4. Unload product(s) at job site in such a manner that no damage occurs to the product(s) or existing construction.

D. Delivery of plants: Notify the Owner of delivery schedule for plants at least 24 hours in advance to allow inspection upon arrival at the work area.

1. Refer to Section 32 9300 Planting

1.8 PROJECT CONDITIONS

A. Protect stored products, materials and completed work from damage or contamination due to inclement or freezing weather.

1. Do not use damaged or contaminated products or materials.

2. Remove and replace completed work damaged by inclement or freezing weather.

B. Cold weather: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or other frozen base material.

C. Inclement weather: Do not install products during heavy rain or snowfall.

PART 2 – PRODUCTS

2.1 FERTILIZERS

A. Slow release: 20-5-10 with 40 percent nitrogen slow release and with trace elements

1. Product 1

a. Manufacturer: manufacturer, contact rep, phone number

2.2 HERBICIDE

A. Post emergence herbicide, as required to control broadleaf weeds.

B. Pre-emergence herbicide, required to control germination of annual and perennial weeds in planting are-as.

C. Contact herbicide shall be Glyphosate

2.3 AMENDMENTS

A. Dolomite lime, No. 10.

2.4 SEED

2.5 EQUIPMENT

A. Mower blades shall be in sharpened condition, properly adjusted, and free from nicks, burrs, or flat spots.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Examine areas where work will occur for conditions affecting performance. Conduct examination with Owner and Subcontractor present.

1. Proceed with work only after unsatisfactory conditions have been corrected. Beginning work means acceptance of conditions affecting performance.

3.2 GENERAL

A. Maintenance activities shall begin in each planting or grassing area immediately following completion of work in accordance with Section 32 9000 Planting and Section 32 9223 Grassing.

B. Promptly perform required maintenance to keep weeds and plant growth under control.

3.3 REGULAR ACTIVITIES

A. Perform work listed in TABLE 1 below at the frequencies (number of times per month) indicated in the table and as specified in this section.

B. Inspect the area once a week and adjust timing of the listed activities to maintain plants and lawns in a healthy growing condition.

C. Walk through area and pick up noticeable trash and debris.

D. Remove weeds on every visit.

E. Clean sidewalks, driveways, vaults, and other hard surfaces of debris and waste.

3.4 APPLICATION OF CHEMICALS

A. Notify the Owner of intent to apply herbicide or fertilizer.

B. No substitutes to specified chemical herbicides or fertilizers will be allowed without approval of the Owner.

C. Apply herbicide and fertilizer strictly according to the manufacturer's recommendations.

D. Do not apply herbicide and fertilizer to impervious areas unless specifically directed to do so by the Owner. Use deflectors to prevent improper fertilizer application.

3.5 LAWN AREAS

A. Remove barriers around lawn areas when the grass has become established.

B. Maintain healthy growing conditions by mowing, edging, hand clipping, fertilizing, weeding, applying herbicide, and performing other essential maintenance operations.

C. Mow lawn areas according to the frequencies shown in the maintenance service program table.

D. Mow to a height of 1 1/2 inches.

E. Do not remove more than 1/3 of existing grass height in a single cutting.

F. Remove clippings, unless cut with a reel mower and clipping length is less than 1/2 inch.

G. Change mowing pattern every mowing to reduce rutting and compaction of newly established grades. Patterns shall compliment grades and shape of lawn areas.

H. Fertilize at a rate of five pounds per 1,000 square feet. Application shall be as listed in table at the end of this section. Other applications of fertilizer shall be at the option of the Owner and shall be applied on a time-and-materials basis. Obtain Owner approval prior to ordering materials or beginning work.

I. Apply lime at the rate of 50 pounds per 1,000 square feet.

J. Inspect lawn condition on every visit and make watering time clock adjustments as required to keep lawn area in a healthy, growing, and lush green condition, free from stress. Determination of condition shall be made by the Owner.

K. In October, reseed sparse or bare areas of lawn at the rate of 10 pounds per 1,000 square feet. Use the same seed mix as originally installed for lawn area.

L. Keep lawn substantially free of broadleaf weeds. Control, if necessary, with weed killer approved by the Owner, and applied at the manufacturer's directions.

M. Within 15 days of discovery or notification, control lawn diseases with applicable products and in accordance with the manufacturer's recommendation.

N. Treat a 24 inch buffer zone around undeveloped edges with herbicide for control of unwanted vegetation.

3.6 PLANT MAINTENANCE

A. Replace broken tree tie stakes.

B. Maintain healthy growing conditions by watering (including hand watering), pruning, spraying, control-ling insects, weeding, and performing other essential maintenance operations.

C. Inspect plant materials every 21 days and replace dead or impaired plants within seven days of inspection.

D. Make watering time clock adjustments as required to keep plant materials in a healthy, growing, and lush condition, free from stress. Determination of condition will be made by the Owner.

E. Adjust tree and shrub ties as required to prevent girdling.

3.7 IRRIGATION SYSTEM

A. Maintain and regulate irrigation system for optimum growing conditions for plants.

B. Perform maintenance, including replacement, repair, and adjustments of irrigation system to ensure proper continual irrigation function from March to November.

C. During the period when the system is active, provide routine inspection of the system at least every 7 days and make repairs within 48 hours. This shall include balancing, adjusting, and tightening of nozzles.

D. Any damage to the system that prevents use during scheduled watering periods shall be considered urgent and repairs shall be made by the Contractor within 24 hours of being brought to his attention.

E. Perform major repairs due to vandalism or vehicular accidents, etc., on a time-and-materials basis. Obtain Owner approval prior to ordering materials or beginning work.

F. Winterize the system between November 1 and November 15, and start up the system between March 1 and March 15. Utilize both procedures as an instruction session for Owner landscape personnel. Contact the Owner to set instruction date.

3.8 INSTALLATION

A. If plant replacement is required, refer to Section 32 9300 Planting

B. If lawn replacement is required, refer to Section 32 9223 Grassing

3.9 FIELD QUALITY CONTROL

A. Inspect site monthly and file a written report to the Owner detailing the maintenance activities of the month and recommendations for adjusting maintenance activities for the next month.

3.10 PROTECTION AND CLEAN UP

A. Protection:

1. Protect work from damage, discoloration and theft.

B. Clean up:

1. All materials generated by construction work in this section shall be removed at the end of each section of the work and the site shall be left in a clean and safe condition.

2. After completion of any repair work, clean all exposed surfaces

3.11 MAINTENANCE

A. Repairs:

1. Repair or replace any damaged work to the original specified condition prior to handover.

B. Maintenance:

1. The installer shall return to the site at the Owner's request over a period of one year from handover to rectify any problems in the work caused by a failure in workmanship.

TABLE 1

ONE-YEAR LANDSCAPE MAINTENANCE SERVICE PROGRAM	NO. OF DAYS PER MONTH ITEMS OF WORK SHALL OCCUR *Schedule as required											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1. MOWING: Reel or rotary cut	1	1	2	4	4	4	4	4	4	3	2	1
2. EDGING: Power edge curbs and mowing strip			1	1	2	2	2	2	1	1	1	
3. HAND CLIPPING: Around trees, utility poles, signs, and fire hydrants			1	1	1	1	1	1	1	1		
4. FERTILIZE TURF		1		1		1			1		1	
5. APPLY LIME	1											
6. POST-EMERGENCE HERBICIDES - TURF: Control of broadleaf weeds					1		1		1			
7. POLICE/HAND WEED: Pick up noticeable trash and weeds	2	2	2	4	4	4	4	3	3	3	2	2
8. HAND SPRAY: Weed control for planting areas				1	1	1	1	1	1			
9. PRE-EMERGENCE HERBICIDE - PLANTING AREAS: Control germination of annual and perennial weeds		1								1		
10. LEAF CLEAN-UP: Pick up and remove from planting areas		1									1	
11. IRRIGATION: Turn on, balance out system for coverage – Turn off, drain, winterize			ON								OFF	
12. IRRIGATION: Additional hand watering - new trees only					2	2	2	2	2	1		
13. IRRIGATION: Watering time clock adjustments			*	*	*	*	*	*	*	*		
14. IRRIGATION: Typical day-to-day maintenance			*	*	*	*	*	*	*	*	*	
15. IRRIGATION: Major repairs required due to vandalism or vehicles	*	*	*	*	*	*	*	*	*	*	*	*

END OF SECTION

SECTION 32 9113
SOIL PREPARATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 00 Specification Sections apply to this section.

1.2 SUMMARY

A. This section describes preparation of soil including application of herbicide and soil amendments.

1.3 RELATED SECTIONS

A. Examine Contract Documents for requirements that affect work of this Section. Other Specification Sections that directly relate to work of this Section include, but are not limited to:

1. Section 31 2000, Earthwork
2. Section 32 9119, Landscape Grading
3. Section 32 9223, Grassing
4. Section 32 9300, Planting

1.4 REFERENCES

A. AAN: American Association of Nurserymen

B. ANSI: American National Standards Institute

1. ANSI Z60.1: Nursery Stock

C. National Arborist Association Standard No. 3

D. American Society of Testing Materials (ASTM)

1.5 QUALITY ASSURANCE

A. The Contractor shall provide one person who:

1. Directs work performed under this section.
2. Is familiar with the materials and methods for installation.
3. Is present at all times during execution of work in this section.

B. Government Inspection: Herbicides and Fertilizer shall meet or exceed the specifications of federal, state and county laws requiring inspection.

C. Industry Standards:

1. Not Used

D. Sourcing:

1. Obtain each type of bulk material from one source with resources to provide materials and products of consistent quality in appearance and physical properties.

E. Manufacturer Qualifications:
1. Each type of manufactured product covered under this Section shall be produced by a single manufacturer unless otherwise specified
2. Manufacturer shall submit evidence of having not less than five (5) years successful production of this product

F. Coordinate sequencing, scheduling and protection of work (including finished work) withother supporting, adjacent, contiguous or otherwise related material trades

1.6 SUBMITTALS

A. Certify delivered quantities of fertilizer and compost in writing.

B. Samples for verification: Accepted samples become the standard of acceptance for the work
1. Submit one cubic foot of compost for review ten days prior to delivery to the work area.
2. Submit one cubic foot of topsoil proposed thirty days prior to delivery to the work area.
    a. Submit three samples to soil testing laboratory in sealed containers to prevent contamination.
        1) Submit physical and chemical test report results prior to delivery of the topsoil sample.

C. Certificates required by law shall accompany shipments. Deliver all certificates to the Owner.

D. Product Data:
1. Manufacturer’s product catalog sheets with specifications
2. Laboratory test results certifying compliance with referenced standards

E. Installation Subcontractor:
1. Written Method Statement and Quality Control Plan that describes material staging and flow, installation procedures, and representative reporting forms that ensure conformance to the project specifications.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Delivery of materials and products:
   1. In manufacturer's original, unopened, undamaged container packaging with identification tags intact.
   2. Comply with manufacturer's ordering instructions and lead-time requirements to avoid construction delays.
   3. Coordinate delivery schedule to minimize interference with normal use of buildings adjacent to work area.
   4. Unload product(s) at job site in such a manner that no damage occurs to the product(s) or existing construction.

B. Storage:
   1. Store materials and products on elevated platforms in a secure, dry location. If not stored in an enclosed location, fully cover tops and sides of material with waterproof sheeting, securely tied.

C. Handling:
   1. Do not drop or spill chemicals on paved surfaces.
   2. Do not wash chemicals into storm drains, public street, or gutters.

1.8 PROJECT CONDITIONS

A. Protect stored products, materials and completed work from damage or contamination due to inclement or freezing weather.
   1. Do not use damaged or contaminated products or materials.
   2. Remove and replace completed work damaged by inclement or freezing weather.

B. Cold weather: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or other frozen base material.

C. Inclement weather: Do not install products during heavy rain or snowfall.

1.9 PROTECTION

A. Protect utility lines, storm drainage lines, site improvements, and underground irrigation system during execution of work.

B. Barricade or cover excavations as necessary to protect pedestrians, workers, equipment, and adjacent property.

1.10 WARRANTY PERIOD

A. The Contractor will not be held responsible for vandalism, theft, atypical weather conditions or hidden peculiarities of work area during the warranty period.

PART 2 - PRODUCTS

2.1 TOPSOIL

A. Topsoil shall be harvested from a well-drained, arable site, free of subsoil, large stones, earth clods, sticks, stumps, clay lumps, roots, other objectionable, extraneous matter or debris nor contain toxic substances.

B. Topsoil shall be weed free, fertile, loose, friable soil meeting following criteria:
   1. Chemical Characteristics:
      a. pH 5.5 to 8.0.
      a. Soluble Salts: less than 3.0 mmhos/cm.
      b. Sodium Absorption Ratio (SAR): less than 6.0.
      c. Organic Matter: greater than one percent.
   2. Physical Characteristics: Gradation as defined by USDA triangle of physical characteristics as measured by hydrometer.
      a. Sand: 15 to 60 percent.
      b. Silt: 10 to 60 percent.
      c. Clay: 5 to 30 percent.

C. Topsoil shall be clean and free from toxic minerals and chemicals, noxious weeds, rocks larger than or equal to 1-1/2 inch in any dimension, and other objectionable materials.

D. Topsoil shall not contain more than five (5) percent by volume of rocks measuring over 1/4 inch in largest size.

E. Blackened Topsoil: Processed from aged bark/humus and screened to 3/8" particle size.

F. Soils resembling road base or other like materials are not acceptable.

2.2 COMPOST

A. Compost shall be derived from organic wastes such as food and agricultural residues, animal manures, mixed solid waste and biosolids (treated sewage sludge) that meet all State Environmental Agency requirements. The product shall be well composted, free of viable weed seeds and contain material of a generally humus nature capable of sustaining growth of vegetation, with no materials toxic to plant growth.

B. Compost shall have the following properties:
   1. Parameters Range

Ph	5.5 – 8.0
Moisture Content	35% - 55%
Soluble Salts	≤ 4.0 mmhos (dS)
C:N ratio	15 – 30:1
Particle Size	95% < 1/2"
Organic Matter Content	> 50%
Bulk Density	< 1000 lbs./cubic yard
Foreign Matter	< 1% (dry weight)

C. Compost manufacturer shall report the minimum available nitrogen and other macro and micronutrients to determine fertilizer requirements.

D. Installer is responsible for quantity of compost required to achieve suitable soil organic content in soil mixes for ornamental horticultural planting as recommended by the compost

manufacturer based on soil test results.

2.3 PLANTING MIX

A. Planting mix shall be suitable for the germination of seeds and support of vegetative growth, with additives, if required, to achieve particle distribution and organic content specifications.

B. Prepare planting soil mix for planting areas by thoroughly mixing two parts by volume of approved topsoil with one part by volume of commercially produced compost.
   1. Topsoil: See 2.1 Topsoil
   2. Compost: See 2.2 Compost

C. The Contractor shall submit samples of the prepared planting mix to a testing laboratory. provide planting soil mix test results, as specified, before the start of planting operations. If planting soil does not fall within the required particle distribution, organic content, or pH range, it shall be adjusted to meet the specifications through the addition of sand, compost, limestone or aluminum sulfate to bring it within the specified limits

D. Planting soil mix shall have a pH value between 6.1 and 7.0.
   1. Raise the pH level by adding lime at rates recommended by the soil test results
      a. Use dolomitic lime only if soil is magnesium deficient
   2. Lower the pH level by adding aluminum sulfate at rates recommended by the soil test result.

E. Planting soil mix shall have an organic matter content of 3 to 6% of total dry weight.

F. Planting soil shall have the following mechanical analysis:
   1. Approximate Particle Distribution

Gravel	Less than 10%
Coarse to medium sand	55 – 65%
Fine to very fine sand	25 – 35%
Silt	Less than 10%
Clay	Less than 10%

G. Minimum planting soil nutrient levels shall be:
   1. Nitrogen @ 5% average of organic matter,
   2. Phosphorus @ .02 to .05% average of total soil content,
   3. Potassium @ 1.2% average of total soil content,
   4. Calcium to Magnesium ratio should be between 7:1 and 10:1

H. Planting soil for ericaceous shrubs (Azaleas and Rhododendrons especially) shall have a pH value range of 4.5 to 5.0.

2.4 LIGHTWEIGHT ROOF PLANTER MIX

A. Soil mix shall be suitable for the germination of seeds and support of vegetative growth, with additives, if required, to achieve particle distribution and organic content specifications.
   1. Shall achieve an infiltration rate of 4” per hour per ASTM D2434
   2. Loose Saturated Density is 76 pcf. wet weight per ASTM E2399
   3. Loose Drained Density is 42 pcf. wet weight per ASTM E2399

B. Prepare soil mix by thoroughly mixing (ratio by volume):
   1. 34% Expanded Clay (rotary kiln method) – 3/8" to 3/16"
   2. 33% Compost: See 2.2 Compost
   3. 33% Blackened Topsoil: See 2.1 Topsoil

C. Soil mix shall have a pH value between 6.1 and 7.0.
   1. Raise the pH level by adding lime at rates recommended by the soil test results
      a. Use dolomitic lime only if soil is magnesium deficient
   2. Lower the pH level by adding aluminum sulfate at rates recommended by the soil test result.

D. Mix shall be uniform and free of debris greater than 1/2" in diameter

E. Provide soil test report confirming the following:
   1. pH level
   2. CEC of 7.5 or better
   3. Organic matter minimum 4%
   4. extractable phosphorous to be "very low"
   5. estimated nitrogen release to be "medium" or higher
   6. potassium, magnesium, and calcium to be "medium" or higher

2.5 HERBICIDE

A. Selective pre-emergence, surface applied herbicide.

B. Contact general herbicide, surface applied
   1. Glyphosate

salt PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas where work will occur for compliance with requirements for installation tolerances and other conditions affecting performance. Conduct examination with Owner and Subcontractor present.
   1. Verify that subgrade preparation, surface texture, gradients, and elevations conform to specified requirements.
   2. Verify that the subgrade is free from standing water, uniform, even and ready to support finished work.
   3. Verify other work is scheduled to avoid damaging the finished work of this section.
   4. Proceed with work only after unsatisfactory conditions have been corrected. Beginning work means acceptance of conditions affecting performance.

B. Immediately notify the Owner if an unusual condition is encountered which appears detrimental to the new planting.

3.2 HERBICIDE APPLICATION

A. Application of Chemicals:

1. Chemicals shall be stored, handled, and applied according to manufacturer's instructions and in accordance with federal and state laws.
2. Chemicals shall be applied by a licensed professional.
3. Apply contact herbicide over all areas of weed or grass growth within landscaped area.
   a. Apply at manufacturer's maximum recommended application rate.
   b. Apply in two applications as follows:
      1) First application: apply seven days prior to performing earthwork.
      2) Second application (to kill new vegetation): apply after grading has been completed and 48 hours prior to planting.
4. Observe manufacturer's recommended period prior to working in treated areas.
5. Do not apply herbicide to impervious areas unless specifically directed to do so by the contract documents.

3.3 SOIL PREPARATION

A. See Section 329119, Landscape Grading.
   1. Remove stones, mortar, concrete, asphalt, rubbish, debris, and other materials larger than 1 1/2 inches from planting areas.
   2. If existing soil base is not suitable for use, remove top twelve (12) inches and replace with suitable subgrade.
   3. If existing soil is not sandy or silty, or does not percolate, remove top twelve (12) inches and replace with suitable subgrade.

B. Level soil surface to six inches below finish elevation. Use excess suitable material as fill elsewhere in the work area, if required.

C. Lawn area finished surface shall match top of curb or sidewalk elevation.

D. Planting area finished surface shall be three inches below top of curb top prior to mulch application.

E. Amend soil with compost at the rates described below to achieve a six-inch layer of amended soil material. Apply in the following order.
   1. Add two inches (6 cubic yards per 1,000 square feet) of compost.
   2. For each 1,000 square feet, apply ten pounds of 34 0 0 and four pounds of 16 16 16. Do not apply fertilizer to impervious areas. Use deflectors to prevent improper application.
   3. Till in two directions to a depth of six inches, to create a uniform mix of soil and compost.

F. Within the lawn areas, apply lime at a rate of 50 pounds per 1000 square feet.

G. Rake and smooth planting area to a tolerance of 1 inch, plus or minus, in 10 feet.

H. See Section 32 9300, Planting, for application of prepared soil mix in planting pits.

3.4 FIELD QUALITY CONTROL

A. Remove and replace materials not meeting specified standards.

3.5 PROTECTION AND CLEAN UP

A. Protection:
   1. Protect work from damage, discoloration and theft.

B. Clean up:
   1. All materials generated by construction work in this section shall be removed at the end of each section of the work and the site shall be left in a clean and safe condition.
   2. After completion of any repair work, clean all exposed surfaces

3.6 MAITENANCE

A. Repairs:
   1. Repair or replace any damaged work to the original specified condition prior to handover.

B. Maintenance:
   1. The installer shall return to the site at the Owners request over a period of one year from handover to rectify any problems in the work caused by a failure in products or execution of the work in accordance with the drawings and specifications.

END OF SECTION

SECTION 32 9119
LANDSCAPE GRADING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 00 Specification Sections apply to this section.

1.2 SUMMARY

A. The work includes furnishing all labor, materials, equipment, and supervision to complete the site grading work in accordance with the Drawings and Specifications.

1.3 RELATED SECTIONS

A. Examine Contract Documents for requirements that affect work of this Section. Other Specification Sections that directly relate to work of this Section include, but are not limited to:

1. Section 31 2000, Earthwork
2. Section 32 9113, Soil Preparation
3. Section 32 9223, Grassing
4. Section 32 9300, Planting

1.4 REFERENCES

A. Comply with applicable requirements of the following standards. Where these standards conflict with other specified requirements, the most restrictive requirements shall govern.
   1. American Society of Testing Materials (ASTM)
      a. D-1556 Density of Soil in Place by the Sand-Cone Method
      b. D-2167 Density and Unit Weight of Soil In Place by the Rubber-Balloon Method

1.5 QUALITY ASSURANCE

A. Obtain each type of material from one source with resources to provide materials and products of consistent quality in appearance and physical properties.

B. Manufacturer Qualifications:
   1. Each type of manufactured products covered under this Section shall be produced by a single manufacturer unless otherwise specified
   2. Manufacturer shall submit evidence of having not less than five (5) years successful

production of this product.

C. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 1.

D. Installation Subcontractor Qualifications:

1. Subcontractor shall submit evidence of skill and not less than five (5) years specialized experience with specified products
2. Utilize an installer having successfully completed installation similar in design, material and extent indicated on this project.
3. Utilize an installer holding a current certificate from the _
4. Coordinate sequencing, scheduling and protection of work (including finished work) with other supporting, adjacent, contiguous or otherwise related material trades

1.6 SUBMITTALS

A. Product Data:

1. Manufacturer's product catalog sheets with specifications
2. Laboratory test results certifying compliance with referenced standards

B. Samples for verification:

1. Accepted samples become the standard of acceptance for the work
2. Five (5) full size samples of each manufactured type, size, and color selected or specified
3. Other

C. Installation Subcontractor:

1. Job references from projects of similar size and complexity. Provide Owner/Client/General Contractor names, postal address, phone, and email.
2. Submit installer qualifications to provide satisfactory evidence that the installer complies with the qualifications set out in section 1.3.
3. Written Method Statement and Quality Control Plan that describes material staging and flow, installation procedures, and representative reporting forms that ensure conformance to the project specifications.

D. Shop drawings:

1. Refer to drawings and this section for required submittals.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Comply with manufacturer's ordering instructions and lead-time requirements to avoid construction delays

B. Store packaged materials on elevated platforms in a secure, dry location. If not stored in an enclosed location, fully cover tops and sides of material with waterproof sheeting, securely tied.

C. Delivery: Deliver materials in manufacturer's original, unopened, undamaged container packaging with identification tags intact.

1. Coordinate delivery schedule to minimize interference with normal use of buildings adjacent to work.
2. Unload product(s) at job site in such a manner that no damage occurs to the product(s)

or existing construction

1.8 PROJECT CONDITIONS

A. Protect stored products, materials and completed work from damage or contamination due to inclement or freezing weather.

B. Do not use damaged or contaminated products or materials.

C. Remove and replace completed work damaged by inclement or freezing weather.

D. Cold weather: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or other frozen base material.

E. Inclement weather: Do not install products during heavy rain or snowfall.

1.9 PROTECTION OF EXISTING STRUCTURES AND UTILITES

A. The work shall be executed in such manner as to prevent any damage to adjacent property and any other property and existing improvements such as, but not limited to: streets, curbs, paving, utility lines and structures, monuments, bench marks and other public and private property.

B. In case of any damage or injury caused in the performance of the grading work, the Contractor shall, at his own expense, make good such damage or injury to the satisfaction of, and without cost to the Owner. Existing roads, sidewalks, and curbs damaged during the grading work shall be repaired or replaced to their original condition at the completion of operations. The Contractor shall replace, at his own cost, existing benchmarks, monuments, and other reference points which are disturbed or destroyed.

1.10 COORDINATION

A. As construction proceeds, the Contractor shall notify the Owner prior to start of grading operations requiring inspection and/or testing at intervals corresponding to the frequency of inspection and/or testing.

PART 2 - PRODUCTS

2.1 FILL MATERIAL

A. Material shall be obtained from required on-site excavation, to the extent that suitable material is available, and from off-site sources, to the extent that suitable material is not available from on-site excavation

B. Refer to Section 312300, EARTHWORK for fill materials

2.2 TOPSOIL

A. Refer to 32 9113, Soil Preparation for acceptable topsoil

2.3 PLANTING MIX

A. Refer to 32 9113, Soil Preparation for acceptable planting mix

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas where work will occur for compliance with requirements for installation tolerances and other conditions affecting performance. Conduct examination with Owner and Subcontractor present.
   1. Verify that subgrade preparation, surface texture, gradients, and elevations conform to specified requirements.
   2. Verify that the subgrade is free from standing water, uniform, even and ready to support finished work.
   3. Verify other work will not damage the finished work of this section.
   4. Proceed with work only after unsatisfactory conditions have been corrected. Beginning work means acceptance of conditions affecting performance.

3.2 FINE GRADING

A. Subgrade Preparation:
   1. Excavate plating areas to the depth specified, plus 12”:
      a. Lawn areas, 6” depth to subgrade
      b. Shrub beds, 12” depth to subgrade
      c. Tree pits, 30” depth to subgrade
   2. Backfill planting areas with clean subgrade material, free from rocks, debris, and/or construction waste. Discard unusable subgrade and debris.
   3. Lightly compact subgrade to approximately 85% standard Proctor density.
   4. Provide enough material to achieve a twelve (12) inch compacted depth of backfilled subgrade in planting areas. Discard excess subgrade material.
   5. Grade planting areas to a smooth, uniform surface plane with a loose, uniformly fine texture with gentle transitions between specified elevations and existing conditions.
   6. Contractor shall stake out and indicate the finish grades at all spot grade elevations indicated on the Drawings, including all high and low points, corners and at 25 ft. intervals along tops and bottoms of slopes.
   7. Roll and rake, remove ridges, and fill depressions. Limit fine grading to areas that can be planted in the immediate future
   8. Grade Breaks located on the plans indicate crisp transitions, not blended or rounded edges. These should be clean, sharp, and uniform in line and curve as indicated on the plans
      a. Contractor shall stake out all grade breaks in subgrade elevations for subgrade approval

9. Tolerances: The maximum variation of the subgrade should be 1” along a 10’ straightedge.
10. Minimum slope: should be 1/4” per foot to allow for drainage.

B. Topsoil and Planting Mix Installation:
1. After Subgrade Preparation requirements are completed, limit use of heavy equipment to areas no closer than 6 feet from building or other permanent structures. Use handheld tillers for preparation of subsoil in areas closer than 6 feet.
2. Do not expose or damage existing shrub or tree roots.
3. Topsoil Depth/Quantity:
   a. Total topsoil depth of 6 inches minimum in lawn areas.
   b. Provide no less than quantity required to achieve tolerance described in this Section along with additional physical soil amendments required in Section 32 9113 Soil Preparation. Installer of this section responsible for providing enough topsoil material to achieve specified depths after settlement.
4. Planting Mix Depth/Quantity (including bioretention cell mix and infiltration planter mix):
   a. Total depth of twelve (12) inches minimum in planting bed areas.
   b. Total depth of thirty (30) inches minimum in tree pits and bioretention cells.
   c. Total depth of thirty-six (36) inches minimum in infiltration planters.
   d. Provide no less than quantity required to achieve tolerance described in this Section along with additional physical soil amendments required in Section 32 9113 Soil Preparation. Installer of this section responsible for providing enough planting mix material to achieve specified depths after settlement.
5. Place topsoil and planting mixes only after tested and approved:
   a. Before placing topsoil, remove organic material, rocks and clods greater than 1-1/2 inch in any dimension, and other objectionable materials.
   b. Do not place topsoil/planting mix whose moisture content makes it prone to compaction during placement process.
   c. Do not place topsoil/planting mix when subgrade is either wet or frozen enough to clod.

3.3 FIELD QUALITY CONTROL

A. Field quality control shall be the responsibility of the Contractor. Owner observations shall not be considered a substitute for the Contractor’s responsibility to perform routine, necessary, and customary testing and inspection of the methods and frequency suitable for the type of work involved.

B. The Owner reserves the right to perform on-site observation during the grading operations. The observations may include, but not be limited to the following:
1. Observation of subgrade preparation for planting areas.
2. Observation of topsoil and/or planting mix placement operations.

3.4 PROTECTION AND CLEAN UP

A. Protection:
1. Protect work from damage, erosion, and traffic.
2. Maintain subgrade until topsoil or planting mix is placed
3. Maintain topsoil and/or planting mix until planting operations are begun

B. Clean up:

1. Keep work area free of trash and debris
2. All materials generated by construction work in this section shall be removed at the end of each section of the work and the site shall be left in a clean and safe condition.
3. After completion of any repair work, clean all exposed surfaces
4. Remove waste materials, including excavated material classified as unsatisfactory soil material, trash and debris, and dispose of it legally off the Owner's property.

3.5 MAINTENANCE

A. Repairs:
1. Repair or replace any damaged work to the original specified condition prior to handover.
2. Re-establish grades in settled, eroded, or rutted areas.
3. Where areas are compacted by subsequent construction operations or adverse weather, scarify the surface, re-shape, and compact to the required density prior to further construction

B. Maintenance:
1. The installer shall return to the site at the Owners request over a period of one year from handover to rectify any problems in the work caused by a failure in workmanship.

END OF SECTION

SECTION 32 9223
GRASSING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 00 Specification Sections apply to this section.

1.2 SUMMARY

A. This section describes preparation, installation and establishment of turfgrass lawn areas.

1.3 RELATED SECTIONS

A. Examine Contract Documents for requirements that affect work of this Section. Other Specification Sections that directly relate to work of this Section include, but are not limited to:

1. Section 32 9000, Landscape Maintenance
2. Section 32 9113, Soil Preparation
3. Section 32 9119, Landscape Grading
4. Section 32 9300, Planting

1.4 REFERENCES

A. AAN: American Association of Nurserymen

B. ANSI: American National Standards Institute

1. ANSI Z60.1: Nursery Stock

C. National Arborist Association Standard No. 3

D. American Society of Testing Materials (ASTM)

1.5 QUALITY ASSURANCE

A. The Contractor shall provide one person who:

1. Directs work performed under this section.
2. Is familiar with the materials and methods for installation.
3. Is present at all times during execution of work in this section.

B. Government Inspection: Herbicides and Fertilizer shall meet or exceed the specifications of federal, state and county laws requiring inspection.

C. Industry Standards:

1. Not Used

D. Sourcing:

1. Obtain each type of sod and seed from one source with resources to provide materials and products of consistent quality in appearance and physical properties.

E. Manufacturer Qualifications:
1. Each type of manufactured product covered under this Section shall be produced by a single manufacturer unless otherwise specified
2. Manufacturer shall submit evidence of having not less than five (5) years successful production of this product

F. Coordinate sequencing, scheduling and protection of work (including finished work) withother supporting, adjacent, contiguous or otherwise related material trades

1.6 SUBMITTALS

A. Certify delivered quantities of fertilizer and compost in writing.

B. Samples for verification:
1. Accepted samples become the standard of acceptance for the work
2. Submit one square yard of sod for review ten days prior to delivery to the work area.

C. Certificates required by law shall accompany shipments. Deliver all certificates to the Owner.

D. Product Data:
1. Manufacturer's product catalog sheets with specifications
2. Laboratory test results certifying compliance with referenced standards

E. Installation Subcontractor:
1. Written Method Statement and Quality Control Plan that describes material staging and flow, installation procedures, and representative reporting forms that ensure conformance to the project specifications.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Delivery of materials and products:
1. In manufacturer's original, unopened, undamaged container packaging with

identification tags intact.

2. Comply with supplier's ordering instructions and lead-time requirements to avoid construction delays.
3. Coordinate delivery schedule to minimize interference with normal use of buildings adjacent to work area.
4. Unload product(s) at job site in such a manner that no damage occurs to the product(s) or existing construction.

B. Delivery of sod: Notify the Owner of delivery schedule for sod at least 24 hours in advance to allow inspection upon arrival at the work area.
   1. Remove unacceptable sod from the work area immediately.

C. Storage:
   1. Store materials and products (seed) on elevated platforms in a secure, dry location. If not stored in an enclosed location, fully cover tops and sides of material with waterproof sheeting, securely tied.
   2. Store sod on elevated platforms in a secure location for a maximum of four hours prior to planting

D. Handling:
   1. Do not drop sod or seed onto paved surfaces.
   2. Do not wash debris into storm drains, public street, or gutters.

1.8 PROJECT CONDITIONS

A. Protect stored products, materials and completed work from damage or contamination due to inclement or freezing weather.
   1. Do not use damaged or contaminated products or materials.
   2. Remove and replace completed work damaged by inclement or freezing weather.

B. Cold weather: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or other frozen base material.

C. Inclement weather: Do not install products during heavy rain or snowfall.

1.9 PROTECTION

A. Protect utility lines, storm drainage lines, site improvements, and underground irrigation system during execution of work.

B. Barricade or cover excavations as necessary to protect pedestrians, workers, equipment, and adjacent property.

1.10 WARRANTY PERIOD

A. The turfgrass shall be in a healthy condition at the end of the one-year warranty period.
   1. Patches of turfgrass areas larger than 1" diameter exhibiting lack of health shall be remedied prior to acceptance.

B. Replace unhealthy turfgrass lawn areas during the warranty period.

C. The Contractor will not be held responsible for vandalism, theft, atypical weather conditions or hidden peculiarities of work area during the warranty period.

PART 2 - PRODUCTS

2.1 SOD

A. Only of species identified in plant schedule.

B. Dense, well developed, grown on fumigated soil, free of pests, disease, weeds, poa annua, and containing no more than 1 percent other grasses.

C. Sod shall not be more than 10 months old or cut more than 36 hours prior to laying.

2.2 SEED

A. Seed mixture shall follow mixture outlined in landscape plan.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas where work will occur for compliance with requirements for installation tolerances and other conditions affecting performance. Conduct examination with Owner and Subcontractor present.
   1. Verify that subgrade preparation, surface texture, gradients, and elevations conform to specified requirements.
   2. Verify that the subgrade is free from standing water, uniform, even and ready to support finished work.
   3. Verify other work is scheduled to avoid damaging the finished work of this section.
   4. Proceed with work only after unsatisfactory conditions have been corrected. Beginning work means acceptance of conditions affecting performance.

B. Immediately notify the Owner if an unusual condition is encountered which appears detrimental to the new planting.

3.2 HERBICIDE APPLICATION

A. Application of Chemicals:
   1. Chemicals shall be stored, handled, and applied according to manufacturer's instructions and in accordance with federal and state laws.
   2. Chemicals shall be applied by a licensed professional.
   3. Apply contact herbicide over all areas of weed or grass growth within landscaped area.
      a. Apply at manufacturer's maximum recommended application rate.

b. Apply in two applications as follows:
    1) First application: apply seven days prior to performing earthwork.
    2) Second application (to kill new vegetation): apply after grading has been completed and 48 hours prior to planting.
4. Observe manufacturer's recommended period prior to working in treated areas.
5. Do not apply herbicide to impervious areas unless specifically directed to do so by the contract documents.

3.3 SOIL PREPERATION

A. See Section 32 9113, Soil Preparation.

B. Apply lime at a rate of 50 pounds per 1000 square feet.

C. Immediately prior to laying sod, bring grassing area to an even, smooth finish grade. Roll as required to establish a firm, evenly compacted sod bed free of high or low spots.

D. Rake and smooth grassing area to a tolerance of 1 inch, plus or minus, in 10 feet.

E. Scarify surface to depth of 3/8 inch; establish a friable fine-textured sod bed.

3.4 FIELD QUALITY CONTROL

A. Request inspection of grades. Condition of surface shall be approved by the Owner prior to commencing sodding.

B. Remove and replace materials not meeting specified standards.

3.5 LAYING SOD

A. Place and handle in accordance with standard practice.

B. Tight butt joints, and stagger joints of succeeding rows by one half.

C. On slopes, run the sod perpendicular to the slope. Roll lawn with 100 pounds of water in an 18 inch diameter by 24 inch roller, or equal. Roll diagonally, leveling irregularities and sealing joints.

3.6 PROTECTION AND CLEAN UP

A. Protection:

1. Protect work from damage, deterioration and theft.

B. Clean up:

1. All materials generated by construction work in this section shall be removed at the end of each section of the work and the site shall be left in a clean and safe condition.
2. After completion of any repair work, clean all exposed surfaces

3.7 MAITENANCE

A. Repairs:
1. Repair or replace any damaged work to the original specified condition prior to handover.

B. Maintenance:
1. Maintain optimum moisture level for new root growth and establishment after placement, until final acceptance by the Owner.
2. Remove and resod any areas where sod has died, within seven days of notification.
3. Mowing: If, prior to substantial completion, any portion of the sod reaches a height of 3 1/2 inches, mow to height of 2 1/2 inches and remove clippings.
4. See Section 32 9000, Landscape Maintenance, for one-year maintenance program.
5. The installer shall return to the site at the Owners request over a period of one year from handover to rectify any problems in the work caused by a failure in products or execution of the work in accordance with the drawings and specifications.

END OF SECTION

SECTION 32 9300
PLANTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 00 Specification Sections apply to this section.

1.2 SUMMARY

A. This section describes planting trees, shrubs, and ground cover, including mulching, pruning, guying, and staking.

1.3 RELATED SECTIONS

A. Examine Contract Documents for requirements that affect work of this Section. Other Specification Sections that directly relate to work of this Section include, but are not limited to:

1. Section 32 9000 Landscape Maintenance
2. Section 32 9113 Soil Preparation
3. Section 32 9119, Landscape Grading
4. Section 32 9223, Grassing

1.4 REFERENCES

A. AAN: American Association of Nurserymen

B. ANSI: American National Standards Institute

C. ANSI Z60.1: Nursery Stock

D. National Arborist Association Standard No. 3

E. ASTM: American Society of Testing Materials UCTS (Not Used)

1.5 QUALITY ASSURANCE

A. The Contractor shall provide one person who:

1. Directs work performed under this section.
2. Is familiar with the materials and methods for installation.
3. Is present at all times during execution of work in this section.

B. Government Inspection: Plants and planting material shall meet or exceed the specifications of federal, state and county laws requiring inspection for plant disease and control.

C. Industry Standards:

1. Sizes and Conditions: Quality definitions, grading tolerances and caliper to height ratios shall be no less than minimums specified in American Standards for Nursery Stock, published by American Association of Nurserymen, Inc., ANSI Z60.1.
2. Botanical Names: American Joint Committee on Horticultural Nomenclature, "Standard Plant Names" or "Hortus Third."

D. Sourcing:
1. Obtain each type of bulk material from one source with resources to provide materials and products of consistent quality in appearance and physical properties.
2. Obtain each type of plant species from one nursery with sufficient quantity to provide material of consistent quality and physical properties.
3. The Owner may inspect plants and planting materials at the work area and/or a growing or holding site. Approval of plants and/or materials at a growing or holding site is for general quality only. Approval does not certify full compliance with the specifications nor preclude the right of rejection at the work area.

E. Manufacturer Qualifications:
1. Each type of manufactured product covered under this Section shall be produced by a single manufacturer unless otherwise specified
2. Manufacturer shall submit evidence of having not less than five (5) years successful production of this product

F. Mockups:
1. Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution. This area shall be the standard from which the work will be judged
    a. Install a 10 ft. x 10 ft. ground level planting bed in a protected area of the site that will remain undisturbed for the duration of the work.
    b. If alternate for berm planting is accepted: Install a 5 ft. x 5 ft. roof level planting bed in a protected area of the site that will remain undisturbed for the duration of the work.
2. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

G. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 1.

H. Installation Subcontractor Qualifications:
1. Subcontractor shall submit evidence of skill and not less than five (5) years specialized experience with planting installation.

2. Subcontractor shall submit evidence of having successfully completed planting installation similar in design, material and extent indicated on this project.

I. Coordinate sequencing, scheduling and protection of work (including finished work) withother supporting, adjacent, contiguous or otherwise related material trades

1.6 SUBMITTALS

A. Certify in writing, within five days of Notice to Proceed, confirmed orders for plants and provide the quantity, location, telephone number, and address of the grower who has agreed to provide any plant material.

B. Samples for verification: Accepted samples become the standard of acceptance for the work
1. Submit one cubic foot of mulch for review ten days prior to delivery to the work area.

C. Certificates required by law shall accompany shipments. Deliver all certificates to the Owner.

D. Product Data:
1. Manufacturer's product catalog sheets with specifications
2. Laboratory test results certifying compliance with referenced standards

E. Installation Subcontractor:
1. Job references from projects of similar size and complexity. Provide Owner/Client/General Contractor names, postal address, phone, and email.
2. Submit installer qualifications to provide satisfactory evidence that the installer complies with the qualifications set out in section 1.3.
3. Written Method Statement and Quality Control Plan that describes material staging and flow, installation procedures, and representative reporting forms that ensure conformance to the project specifications.

F. Shop drawings:
1. Refer to drawings and this section for required submittals.

1.7 DELIVERY STORAGE AND HANDLING

A. Delivery of materials and products:
1. In manufacturer's original, unopened, undamaged container packaging with identification tags intact.
2. Comply with manufacturer's ordering instructions and lead-time requirements to avoid construction delays.
3. Coordinate delivery schedule to minimize interference with normal use of buildings adjacent to work area.
4. Unload product(s) at job site in such a manner that no damage occurs to the product(s) or existing construction.

B. Delivery of plants: Notify the Owner of delivery schedule for plants at least 24 hours in advance to allow inspection upon arrival at the work area.
1. Remove unacceptable plant material from the work area immediately.
2. Do not deliver more plant materials than can be planted in one week.
3. Plant root systems shall be prepared for delivery in containers or balled and burlapped in

a manner that conforms to ANSI Z60.1.

4. Protect plants during delivery to prevent damage to root ball or desiccation of leaves.
5. Spray deciduous trees in leaf with anti-desiccant during hot weather (greater than 80°F) with winds exceeding 10 mph, or other conditions that could produce desiccation. Anti-desiccant shall be applied to tops and bottoms of leaves per manufacturer's recommendations.

C. Storage:
1. Store materials and products (not plants) on elevated platforms in a secure, drylocation. If not stored in an enclosed location, fully cover tops and sides of material with waterproof sheeting, securely tied.
2. Heel in bare-root or balled and burlapped plants immediately upon delivery if not planted within 4 hours.
3. Store plants in shade and protect from harmful weather until planted.
4. Water, maintain, and protect stored material from drying or other injury or damage.
5. Store plants in upright position and allow sufficient ventilation.

D. Handling:
1. Do not pick up containerized or balled plants by stems or trunks.
2. Do not drop plants.

1.8 PROJECT CONDITIONS

A. Plant after preparation of plant beds and when soil conditions are suitable.

B. Planting Conditions: Planting is not permitted under the following conditions, unless otherwise approved:
1. Cold Weather: Less than 32°F.
2. Hot Weather: Greater than 90°F.
3. Wet Weather: Saturated soil.
4. Windy Weather: Wind velocity greater than 20 mph.

C. Irrigation system shall be operational prior to any planting.

D. Protect stored products, materials and completed work from damage or contamination due to inclement or freezing weather.
1. Do not use damaged or contaminated products or materials.
2. Remove and replace completed work damaged by inclement or freezing weather.

E. Cold weather: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or other frozen base material.

F. Inclement weather: Do not install products during heavy rain or snowfall.

1.9 PROTECTION

A. See Section 01 50 00, Temporary Facilities and Controls, for requirements for location and protection of underground utilities.

B. Barricade or cover excavations as necessary to protect pedestrians, workers, equipment, and

adjacent property.

1.10 WARRANTY PERIOD

A. The Contractor will not be held responsible for vandalism, theft, atypical weather conditions or hidden peculiarities of work area during the warranty period.

B. Plant materials must be in healthy condition at end of the warranty period.

C. Remove dead and rejected material from the work area immediately. Schedule replacement during appropriate planting conditions and with approval from the Owner.

D. Repair, at no added cost to the Owner, any damage to other plants or other property caused by the Contractor during replacement of plant materials during the warranty period.

PART 2 - PRODUCTS

2.1 GENERAL PLANT REQUIRMENTS

A. Quality and Size:
1. Provide healthy nursery stock, well branched and rooted, full foliaged when in leaf, sound, vigorous, and free from insects, diseases, weeds, weed roots, injuries, and defects such as knots, sun scald, windburn, abrasions, or disfigurement.
2. Equal to or exceeding measurements specified in plant list.
3. Provide trees that are well shaped and properly pruned with normal branching configurations. Trees of the same species and size shall be headed to the same height unless noted otherwise.
4. Sizes and methods of handling shall be according to the American Standard for Nursery Stock recommended by the AAN.
5. Trees approved by the Owner to be planted without the required tree wrap shall be marked with a small white dot of paint 12 inches from the ground at the nursery, on the true southern growing exposure. Trees not marked shall be wrapped.

B. Root Protection:
1. Shrubs and trees over 1-1/2 inch caliper shall be balled and burlapped or grown in the container in which they are delivered for a minimum of nine months.
2. Small, container grown plants shall be furnished in removable containers or integral peat pots, well rooted to ensure healthy growth.
3. Container grown plants shall be in containers from six months to two years prior to delivery, with roots filling container but not root bound.
4. Greenhouse plants shall be acclimated outdoors for 30 days prior to delivery.
5. Bare root stock shall have well branched, fibrous root systems.

C. Trees shall be well branched, with straight single leaders, tops, and trunks; no cross branches, dead or broken leaders or major branches; no fresh cuts over 1-inch diameter; and not “topped” or sheared.

D. No grafted trees.

2.2 PLANTING SOIL MATERIALS

A. Refer to Section 32 9113, Soil Preparation for topsoil and planting soil mixes

B. Bark mulch shall be standard commercial produce, medium coarse ground bark mulch. Bark shall be ground hardwood of uniform color, free from weeds, seed, sawdust, and splinters and shall not contain resin, tannin, wood fiber or other compounds detrimental to plant life.
   a. Bark mulch for bioretention cells and infiltration planters shall be triple shredded hardwood mulch, aged a minimum of six months.

C. Fertilizer for trees shall be plant tablets 20-10-5, 21-gram size, or equal.

D. Fertilizer for ground cover shall be plant tablets 20-10-5, 10-gram size, or equal.

2.3 TREE SUPPORTS

A. Wood stakes shall be 2 inches by 2 inches by 8 feet, Douglas fir, construction grade.

B. Guying materials shall include 1/4 inch steel cable, U bolt fastener, rubber hose at tree crotch, 2 inches by 4 inches by 30 inches pressure treated Douglas fir stakes and 1 inch diameter by 18 inches long white PVC pipe at base of each cable.

C. Provide approved safety flagging for guy wires.

2.4 TREE WRAP

A. Commercial paper-based product designed specifically to resist insect infestation and sun scald.

2.5 SELECT HERBICIDE

A. Selective pre-emergence, surface applied herbicide.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas where work will occur for compliance with requirements for installation tolerances and other conditions affecting performance. Conduct examination with Owner and Subcontractor present.
   1. Verify that subgrade preparation, surface texture, gradients, and elevations conform to specified requirements.
   2. Verify that the subgrade is free from standing water, uniform, even and ready to support finished work.
   3. Verify other work is scheduled to avoid damaging the finished work of this section.
   4. Proceed with work only after unsatisfactory conditions have been corrected. Beginning work means acceptance of conditions affecting performance.

B. Immediately notify the Owner if an unusual condition is encountered which appears detrimental to the new planting.

3.2 PLANT INSTALLATION

A. Excavation:
   1. Excavate pits for trees and shrubs as indicated in the drawings and consistent with accepted horticultural practices.
   2. Excavate pit two times the width and 6 inches deeper than root ball or container.
   3. Provide rough, not smooth, walls in planting pits.

B. Planting Bed Preparation:
   1. Compaction: Mitigate compaction of the top 12” of subgrade by turning the soil mechanically.
   2. Tolerances: The maximum variation of the subgrade should be 1” along a 10’ straightedge.
   3. Minimum slope: should be 1/4" per foot to allow for drainage.
   4. Apply herbicide and mulch
      a. Prepare soil as specified in Section 32 9113 Soil Preparation prior to applying herbicide and bark mulch.

C. Planting Trees and Shrubs:
   1. Field place trees and shrubs in locations shown on the drawings. If plants are marked with southern orientation, place same as grown in nursery.
      a. Placement must meet approval of the Owner prior to backfilling.
      b. The Owner may request rotation of trees or shrubs to give a better appearance with respect to adjacent plants and structures.
   2. Place a firmly compacted layer of prepared planting soil under the plant’s root ball.
      a. Compact prepared soil mix to a depth that will set the tree’s root flare six inches above adjacent finished grade.
      b. Compact prepared soil mix to a depth that will set the top of the shrub’s root ball/mass two inches above the adjacent finished grade.
   3. Plant trees and shrubs upright and plumb.
   4. When setting balled plants, loosen and remove twine or wire binding and burlap from top two thirds of root balls after setting in pit. Do not pull wrapping from under ball. Do not plant if ball is cracked or broken. Remove all synthetic twine and wire cages.
   5. When setting container grown plants, carefully remove from container without injury or damage. Superficially cut edge roots on three sides with knife. Do not plant if root ball breaks or loosens.
   6. Backfill pit with prepared soil mix until 2/3 full and thoroughly mud in each tree with water.
      a. Place and compact prepared soil mix carefully to avoid injury to roots, filling all voids.
   7. When pit is 2/3 full, insert fertilizer tablets evenly around perimeter of root balls of trees and shrubs.
      a. For trees, insert 6 tablets, plus one per foot of tree height, to a maximum of 12 for each tree.
      b. For 5-gallon size shrubs, insert 4 tablets.
      c. For 1- to 5-gallon size shrubs, insert 2 tablets.
      d. For ground cover, insert 1 tablet per plant.
   8. When soil settles, fill pit with soil mix and water again.
   9. Initial watering in of trees by underground sprinkler system will not be permitted.
   10. Hose down planted areas with fine water spray to wash leaves of plants if required.
   11. Remove tags from plants only upon instruction by the Owner, usually after the punch list

walk is performed.

D. Planting Groundcover
1. Plant ground cover in areas shown on the drawings.
2. Plant ground cover deep enough so that plant roots are embedded in soil.
3. Insert one fertilizer tablet adjacent to each plant when backfilling is halfway complete. Locate one inch from roots and at mid depth.

E. Wrapping
1. Wrap trees promptly after planting to prevent sun scald. Wrap as approved by American Association of Nurserymen.
2. Wrap spirally from ground line to the height of the first branch.
3. Wrap in neat and snug manner and secure with tape at bottom, top, and in the middle.
4. Wrap before staking or guying.

F. Staking
1. Stake deciduous trees up to 2 1/2-inch caliper. Stake from three directions.
2. Guy deciduous trees larger than 2 1/2-inch caliper and guy all evergreen trees. Guy from three directions. Provide guying the same day trees are planted.
3. Install with an angle of approximately 120 degrees between guys or stakes.

G. Mulching
1. Apply three-inch-deep layer of mulch over a properly cleaned and graded planting bed.
2. Apply around trees and shrubs within two days of planting
3. Apply In ground cover areas prior to planting.

H. Application of Chemicals:
1. Chemicals shall be stored, handled, and applied according to manufacturer's instructions and in accordance with federal and state laws.
2. Chemicals shall be applied by a licensed professional.
3. Herbicide: Apply herbicide in planting beds prior to planting per manufacturer's recommendations.
4. Fertilizer: Apply fertilizer in planting beds during planting operations.

I. Tolerances:
1. Tree locations within 1' of dimensions provided, adjusted as required for conditions detrimental to plant vigor
2. Planting bed edges within 6" of dimensions provided
3. Planting excavation and soil depths within 0.5" of dimensions provided
4. Planting heights with 0.5" of dimensions provided
5. Plant sizes with tolerances listed in ANSI Z60.1: Nursery Stock

3.3 PRUNING

A. Prune trees and shrubs to remove damaged branches, dead wood, and suckers to improve natural shape. Prune per National Arborist Association Standard No. 3.

3.4 FIELD QUALITY CONTROL

A. Remove and replace plants or materials not meeting specified standards.

B. Reinstall plants not located as indicated on the drawings.

3.5 PROTECTION AND CLEAN UP

A. Protection:
   1. Protect work from damage, discoloration and theft.

B. Clean up:
   1. All materials generated by construction work in this section shall be removed at the end of each section of the work and the site shall be left in a clean and safe condition.
   2. After completion of any repair work, clean all exposed surfaces

3.6 MAITENANCE

A. Repairs:
   1. Repair or replace any damaged work to the original specified condition prior to handover.

B. Maintenance:
   1. See Section 32 90 00, Landscape Maintenance, for one-year maintenance program.
   2. Irrigate or otherwise apply water to plants as necessary to avoid dehydration, maintain healthy vigor, and promote growth until notified in writing by the Owner that the work is accepted as complete.
   3. The installer shall return to the site at the Owners request over a period of one year from handover to rectify any problems in the work caused by a failure in products or execution of the work in accordance with the drawings and specifications.

END OF SECTION

SECTION 33 0500
COMMON WORK RESULTS FOR UTILITIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. All water mains shall be in strict accordance with the local water authority's requirements.

1.2 SUMMARY

A. This Section includes water-distribution piping and specialties outside the building for the following:

1. Water services.

B. Utility-furnished products include water meters that will be furnished to the site, ready for Installation.

1.3 DEFINITIONS

A. Water-Distribution Piping: Interior domestic-water piping.

B. Water Service: Exterior domestic-water piping.

C. The following are industry abbreviations for plastic materials:

1. PVC: Polyvinyl chloride plastic.

1.4 SUBMITTALS

A. Product Data: For the following:

1. Piping specialties.
2. Valves and accessories.
3. Water meters and accessories.
4. Backflow preventers and assemblies.
5. Protective enclosures.

B. Shop Drawings: For the following:

1. Precast concrete vaults, including frames and covers, ladders an and drains.

2. Wiring Diagrams: Power, signal and control wiring.

C. Coordination Drawings: For piping and specialties including relation to other services in same area. Show piping and specialty sizes and valves, meter and specialty locations, and elevations.

D. Field Quality-Control Test Reports: From Contractor.

E. Operation and Maintenance Data: For specialties to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 include the following:

1. Water meters.
2. Valves.
3. Backflow preventers.
4. Protective enclosures.

F. Record drawings: At project close-out of installed water service piping according to Division 01.

G. Purging and disinfecting reports.

1.5 QUALITY ASSURANCE

A. Product Options: Drawings indicate size, profiles, and dimensional requirements of piping and specialties and are based on the specific system indicated. Refer to Division 01 Section "Product Requirements." Other manufacturers' products with equal performance characteristics may be considered. Refer to Division 01 for substitution information.

B. Regulatory Requirements:

1. Comply with requirements of utility company supplying water. Include tapping of water mains and backflow prevention.
2. Comply with standards of authorities having jurisdiction for potable water service piping, including materials, installation, testing and disinfection
3. Comply with standards of authorities having jurisdiction for fire suppression water-service piping, including materials, hose threads, installation and testing.

C. Piping materials shall bear label, stamp, or other markings of specified testing agency.

D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

E. Comply with ASTM F 645 for selection, design, and installation of thermoplastic water piping.

F. Comply with FM's "Approval Guide" or UL's "Fire Protection Equipment Directory" for fire-service-main products.

G. NSF Compliance:

1. Comply with NSF 14 for plastic potable-water-service piping.
2. Comply with NSF 61 for materials for water-service piping and specialties for domestic water.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Preparation for Transport: Prepare valves, including fire hydrants, according to the following:

1. Ensure that valves are dry and internally protected against rust and corrosion.
2. Protect valves against damage to threaded ends and flange faces.
3. Set valves in best position for handling. Set valves closed to prevent rattling.

B. During Storage: Use precautions for valves, including fire hydrants, according to the following:

1. Do not remove end protectors unless necessary for inspection; then reinstall for storage.
2. Protect from weather. Store indoors and maintain temperature higher than ambient dew-point temperature. Support off the ground or pavement in watertight enclosures when outdoor storage is necessary.

C. Handling: Use sling to handle valves and fire hydrants if size requires handling by crane or lift. Rig valves to avoid damage to exposed parts. Do not use handwheels or stems as lifting or rigging points.

D. Deliver piping with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.

E. Protect stored piping from moisture and dirt. Elevate above grade. Do not exceed structural capacity of floor when storing inside.

F. Protect flanges, fittings, and specialties from moisture and dirt.

G. Store plastic piping protected from direct sunlight. Support piping to prevent sagging and bending.

1.7 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Architect not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Architect's written permission.

B. Perform site survey, research public utility records and verify existing utility locations. Contact utility-locating service for the area where project is located.

C. Verify that water-service piping may be installed to comply with original design and reference standards.

D. Site information: Reports on subsurface condition investigations made during design of project are available for informational purposes only; data in reports are not intended as representations or warranties of accuracy or continuity of conditions between soil borings. Owner assumes no responsibility for interpretations or conclusions drawn from this information.

1.8. COORDINATION

A. Coordinate connection to water main with utility company.

B. Coordinate piping materials, sizes, entry locations and pressure requirements with building distribution & fire protection piping.

C. Coordinate with other utility work.

D. Coordinate electrical wiring for tamper switches, vault heaters, and sump pumps.

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

A. Refer to Part 3 "Piping Applications" Article for applications of pipe, tube, fitting, and joining materials.

2.2 DUCTILE-IRON PIPE AND FITTINGS

A. Push-on-Joint, Ductile-Iron Pipe: AWWA C151, with push-on-joint, bell- and plain-spigot end unless grooved or flanged ends are indicated.

1. Push-on-Joint, Ductile-Iron Fittings: AWWA C110, ductile- or gray-iron standard pattern or AWWA C153, ductile-iron compact pattern.

a. Gaskets: AWWA C111, rubber.

2.3 PVC PIPE AND FITTINGS

A. PVC, Schedule 40 Pipe: ASTM D 1785.

1. PVC, Schedule 40 Socket Fittings: ASTM D 2466.

B. PVC, AWWA Pipe: AWWA C900, Class 200, with bell end with gasket and spigot end.

1. Comply with UL 1285 for fire-service mains if indicated.
2. PVC Fabricated Fittings: AWWA C900, Class 200, with bell-and-spigot or double-bell ends. Include elastomeric gasket in each bell.
3. PVC Molded Fittings: AWWA C907, Class 150, with bell-and-spigot or double-bell ends. Include elastomeric gasket in each bell.
4. Push-on-Joint, Ductile-Iron Fittings: AWWA C110, ductile- or gray-iron standard pattern or AWWA C153, ductile-iron compact pattern.

a. Gaskets: AWWA C111, rubber.

5. Mechanical-Joint, Ductile-Iron Fittings: AWWA C110, ductile- or gray- iron standard pattern or AWWA C153, ductile-iron compact pattern.

a. Glands, Gaskets, and Bolts: AWWA C111, ductile- or gray-iron glands, rubber gaskets, and steel bolts.

2.4 JOINING MATERIALS

A. Transition Couplings:

1. Underground Piping, NPS 1-1/2 (DN 40) and Smaller: Manufactured fitting or coupling same size as, with pressure rating at least equal to and ends compatible with, piping to be joined.
2. Underground Piping, NPS 2 (DN 50) and Larger: AWWA C219, metal, sleeve-type coupling same size as, with pressure rating at least equal to and ends compatible with, piping to be joined.
3. Aboveground or Vault Piping: Pipe fitting same size as, with pressure rating at least equal to and ends compatible with, piping to be joined.

B. Plastic Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.

2.6 PIPING SPECIALTIES

A. Flexible Connectors:

1. Nonferrous-Metal Piping: Bronze hose covered with bronze wire braid; with copper-tube, pressure-type, solder-joint ends or bronze flanged ends brazed to hose.
2. Ferrous Piping: Stainless-steel hose covered with stainless-steel wire braid; with ASME B1.20.1, threaded steel pipe nipples or ASME B16.5, steel pipe flanges welded to hose.

B. Dielectric Fittings: Combination of copper alloy and ferrous; threaded, solder, or plain end types; and matching piping system materials.

1. Dielectric Unions: Factory-fabricated union assembly, designed for 250-psig minimum working pressure at 180 deg F. Include insulating material that isolates dissimilar metals and ends with inside threads according to ASME B1.20.1.
2. Dielectric Flanges: Factory-fabricated companion-flange assembly, for 150- or 300-psig minimum working pressure to suit system pressures.
3. Dielectric-Flange Insulation Kits: Field-assembled companion-flange assembly, full-face or ring type. Components include neoprene or phenolic gasket, phenolic or polyethylene bolt sleeves, phenolic washers, and steel backing washers.

    a. Provide separate companion flanges and steel bolts and nuts for 150- or 300-psig minimum working pressure to suit system pressures.

4. Dielectric Couplings: Galvanized-steel couplings with inert and noncorrosive thermoplastic lining, with threaded ends and 300-psig minimum working pressure at 225 deg F.
5. Dielectric Nipples: Electroplated steel nipples with inert and noncorrosive thermoplastic lining, with combination of plain, threaded, or grooved end types and 300-psig minimum working pressure at 225 deg F.

2.7 GATE VALVES

A. AWWA, Cast-Iron Gate Valves:

1. Nonrising-Stem, Metal-Seated Gate Valves: AWWA C500, gray- or ductile-iron body and bonnet; with cast-iron or bronze double-disc gate, bronze gate rings, bronze stem, and stem nut.

    a. Minimum Working Pressure: 200 psig.

b. End Connections: Mechanical joint.
c. Interior Coating: Complying with AWWA C550.

2.8 GATE VALVE ACCESSORIES AND SPECIALTIES

A. Tapping-Sleeve Assemblies: Comply with MSS SP-60. Include sleeve and valve compatible with drilling machine.

1. Tapping Sleeve: Cast- or ductile-iron or stainless steel, two-piece bolted sleeve with flanged outlet for new branch connection. Include sleeve matching size and type of pipe material being tapped and with recessed flange for branch valve.

2. Valve: AWWA, cast-iron, nonrising-stem, metal or resilient-seated gate valve with one raised face flange mating tapping-sleeve flange.

B. Valve Boxes: Comply with AWWA M44 for cast-iron valve boxes. Include top section, adjustable extension of length required for depth of burial of valve, plug with lettering "WATER," bottom section with base of size to fit over valve, and approximately 5-inch- diameter barrel.

1. Operating Wrenches: Steel, tee-handle with one pointed end, stem of length to operate deepest buried valve, and socket matching valve operating nut.

C. Indicator Posts: UL 789, FM-approved, vertical-type, cast-iron body with operating wrench, extension rod, and adjustable cast-iron barrel of length required for depth of burial of valve.

D Indicator Posts: UL 789, FM-approved, horizontal, wall-type, cast-iron body with operating wrench, extension rod, and cast-iron barrel.

2.9 CHECK VALVES

A. AWWA Check Valves:

1. Check Valves: AWWA C508, swing-check type with 175-psig working-pressure rating and resilient seat. Include interior coating according to AWWA C550 and ends to match piping.

B. UL-Labeled Check Valves:

1. Check Valves: UL 312, swing-check type with 250-psig working- pressure rating, rubber-faced checks unless otherwise indicated, and ends matching piping.

2.10 DETECTOR CHECK VALVES

A. Detector Check Valves: UL 312, galvanized cast-iron body, bolted cover with air-bleed device for access to internal parts, and flanged ends; designed for 175- psig working pressure. Include one-piece bronze disc with bronze bushings, pivot, and replaceable seat. Include threaded bypass taps in inlet and outlet for bypass meter connection. Set valve to allow minimal water flow through bypass meter when major water flow is required.

1. Water Meter: AWWA C700, disc type, at least one-fourth size of detector check valve. Include meter, bypass piping, gate valves, check valve, and connections to detector check valve.

B. Detector Check Valves: UL 312, FM-approved detector check, iron body, corrosion-resistant clapper ring and seat ring material, 175-psig working pressure, flanged ends, with connections for bypass and installation of water meter.

2.11 WATER METERS

A. Water meters will be furnished by the Contractor and shall be per the local water authority's requirements.

2.12 WATER-METER BOXES

A. Description: Cast-iron body and cover for disc-type water meter with lettering "WATER METER" in cover; and slotted, open-bottom base section of length to fit over service piping.

1. Option: Base section may be cast-iron, PVC, clay, or other pipe.

B. Description: Cast-iron body and double cover for disc-type water meter with lettering "WATER METER" in top cover; separate inner cover; air space between covers; and slotted, open-bottom base section of length to fit over service piping.

C. Description: Polymer-concrete body and cover for disc-type water meter with lettering "WATER" in cover; and slotted, open-bottom base section of length to fit over service piping. Include vertical and lateral design loadings of 15,000 lb minimum over 10 by 10 inches square.

2.13 HOSE-CONNECTION, BACKFLOW-PREVENTION DEVICES

A. General: ASSE standard, nonremovable-type, backflow-prevention devices with ASME B1.20.7, garden-hose threads on outlet.

B. Hose-Connection Vacuum Breakers: ASSE 1011, nickel plated, with manual drain feature. Units attached to rough-bronze-finish hose connections may be rough bronze.

C. Hose-Connection Backflow Preventers: ASSE 1052, suitable for at least 3m flow and applications with up to 10-foot head of water back pressure. Include two check valves and intermediate atmospheric vent.

2.14 BACKFLOW PREVENTERS

A. General: ASSE standard, backflow preventers.

1. Working Pressure: 150 psig minimum, unless otherwise indicated.
2. NPS 2 and Smaller: Bronze body with threaded ends.
3. NPS 2-1/2 and Larger: Bronze, cast-iron, steel, or stainless-steel body with flanged ends.

a. Interior Lining: AWWA C550 or FDA-approved, epoxy coating for backflow preventers having cast-iron or steel body.

4. Interior Components: Corrosion-resistant materials.
5. Exterior Finish: Polished chrome plate if used in chrome-plated piping system.
6. Strainer: On inlet, if indicated.

B. Pipe-Applied, Atmospheric-Type Vacuum Breakers: ASSE 1001, with floating disc and atmospheric vent.

C. Reduced-Pressure-Principle Backflow Preventers: ASSE 1013 or AWWA C511, suitable for continuous pressure application. Include outside screw and yoke gate valves on inlet and outlet, and strainer on inlet; test cocks; and pressure-differential relief valve with ASME A112.1.2, air-gap fitting located between two positive-seating check valves.

1. Maximum Pressure Loss: 12 psig through middle 1/3 of flow range.

D. Double-Check-Valve Backflow Prevention Assemblies: ASSE 1015 or AWWA C510, suitable for continuous pressure application. Include outside screw and yoke gate valves on inlet and outlet, and strainer on inlet; test cocks; and two positive-seating check valves.

1. Maximum Pressure Loss: 5 psig through middle 1/3 of flow range.

E. Double-Check-Valve Backflow Prevention Assemblies: UL 312, FM approved; with two UL 312, FM-approved, iron-body, 175-psig working-pressure, flanged- end check valves and two UL 262, FM-approved, iron-body, outside screw and yoke, flanged, 175-psig working-pressure gate valves.

1. Maximum Pressure Loss: 5 psig through middle 1/3 of flow range.

F. Double-Check-Detector Assembly Backflow Preventers: ASSE 1048, FM approved

or UL listed, and suitable for continuous pressure application. Include outside screw and yoke gate valves on inlet and outlet, and strainer on inlet. Include test cocks; two positive-seating check valves; and bypass with displacement-type water meter, valves, and double-check backflow preventer.

1. Maximum Pressure Loss: 5 psig through middle 1/3 of flow range.

2.15 CONCRETE VAULTS

A. Description: Precast, reinforced-concrete vault, designed for A-16 load designation according to ASTM C 857 and made according to ASTM C 858.

B. Ladder: ASTM A 36, steel or polyethylene-encased steel steps.

C. Manhole: ASTM A 48, Class No. 35 minimum tensile strength, gray-iron traffic frame and cover.

1. Dimensions: Not smaller than 24-inch diameter, unless otherwise indicated.

D. Drain: ASME A112.21.1M, cast-iron floor drain with outlet of size indicated. Include body anchor flange, light-duty cast-iron grate, bottom outlet, and integral or field-installed bronze ball or clapper-type backwater valve.

2.16 PROTECTIVE ENCLOSURES

A. Protective Enclosures, General: ASSE 1060, outdoor weather-resistant enclosure designed to protect aboveground water piping equipment or specialties from vandalism. Include size and dimensions indicated but not less than those required for access and service of protected unit.

B. Freeze-Protection Enclosures: Insulated and with heat source to maintain minimum internal temperature of 40 deg F when external temperatures reach as low as minus 34 deg F.

1. Class I: For equipment or devices other than pressure or atmospheric vacuum breakers.
2. Class I-V: For pressure or atmospheric vacuum breaker equipment or devices. Include drain opening in housing.

a. Housing: Reinforced-aluminum or fiberglass construction.

1) Drain opening for units with drain connection.
2) Access doors with locking devices.
3) Insulation inside housing.
4) Anchoring devices for attaching housing to concrete base.

b. Electric heating cable or heater with self-limiting temperature control.

C. Precast concrete base of dimensions required to extend at least 6 inches beyond edges of enclosure housings. Include openings for piping.

2.17 FIRE HYDRANTS

A. All fire hydrants shall be in accordance with the specifications and standards of the local fire department and the local water authority.

PART 3 - EXECUTION

3.1 EARTHWORK

A. Refer to Division 31, Section "Earth Moving" for excavating, trenching, and backfilling.

3.2 PIPING APPLICATIONS

A. General: Use pipe, fittings, and joining methods for piping systems according to the following applications.

B. Transition couplings and special fittings with pressure ratings at least equal to piping pressure rating may be used in applications below, unless otherwise indicated.

C. Do not use flanges, unions, or keyed couplings for underground piping.

D. Flanges, unions, keyed couplings, and special fittings may be used, instead of joints indicated, on aboveground piping and piping in vaults.

E. Underground Water-Service Piping: Use any of the following piping materials for each size range:

1. NPS 3/4 to NPS 3-1/2: PVC, Schedule 40 pipe and fittings
2. NPS 4 to NPS 8: Ductile-iron, push-on-joint pipe; ductile-iron, push-on-joint fittings; and gasketed or joints or PVC, C900, Class 200 pipe and fittings.

3.3 VALVE APPLICATIONS

A. General Application: Use mechanical-joint-end valves for NPS 3 and larger underground installation. Use threaded- or flanged-end valves for installation in vaults. Use UL/FM, nonrising-stem gate valves for installation with indicator posts. Use corporation valves and curb valves with ends compatible with piping, for NPS 2 and smaller installation.

B. Drawings indicate valve types to be used. Where specific valve types are not indicated, the following requirements apply:

1. Underground Valves, NPS 3 and Larger: AWWA, cast-iron, nonrising-stem, high-pressure, resilient seated gate valves with valve box.
2. Underground Valves, NPS 4 and Larger, for Indicator Posts: UL/FM, cast-iron, nonrising-stem gate valves with indicator post.
3. Use the following for valves in vaults and aboveground:

    a. Gate Valves, NPS 2 and Smaller: Bronze, nonrising-stem.
    b. Gate Valves, NPS 3 and Larger: UL/FM, cast iron, OS&Y rising stem.
    c. Check Valves: AWWA C508, swing-check valves.

4. Detector Check Valves: Use for water-service piping in vaults and aboveground to detect unauthorized use of water.

3.4 JOINT CONSTRUCTION

A. Make pipe joints according to the following:

1. Ductile-Iron Piping, Gasketed Joints for Water-Service Piping: AWWA C600 and AWWA M41.
2. Ductile-Iron Piping, Gasketed Joints for Fire-Service-Main Piping: UL 194.
3. Ductile-Iron Piping, Grooved Joints: Cut-groove pipe. Assemble joints with keyed couplings, gaskets, lubricant, and bolts according to coupling manufacturer's written instructions.
4. Copper Tubing Soldered Joints: ASTM B 828. Use flushable flux and lead-free solder.
5. PVC Piping Gasketed Joints: Use joining materials according to AWWA C900. Construct joints with elastomeric seals and lubricant according to ASTM D 2774 or ASTM D 3139 and pipe manufacturer's written instructions.
6. Dissimilar Materials Piping Joints: Use adapters compatible with both piping materials, with OD, and with system working pressure.

3.5 PIPING INSTALLATION

A. Water-Main Connection: Arrange with utility company for tap of size and in location indicated in water main.

B. Make connections larger than NPS 2 with tapping machine according to the following:

1. Install tapping sleeve and tapping valve according to MSS SP-60.
2. Install tapping sleeve on pipe to be tapped. Position flanged outlet for gate valve.

3. Use tapping machine compatible with valve and tapping sleeve; cut hole in main. Remove tapping machine and connect water-service piping.
4. Install gate valve onto tapping sleeve. Comply with MSS SP-60. Install valve with stem pointing up and with valve box.

C. Make connections NPS 2 and smaller with drilling machine according to the following:

1. Install service-saddle assemblies and corporation valves in size, quantity, and arrangement required by utility company standards.
2. Install service-saddle assemblies on water-service pipe to be tapped. Position outlets for corporation valves.
3. Use drilling machine compatible with service-saddle assemblies and corporation valves. Drill hole in main. Remove drilling machine and connect water-service piping.
4. Install corporation valves into service-saddle assemblies.
5. Install manifold for multiple taps in water main.
6. Install curb valve in water-service piping with head pointing up and with service box.

D. Install ductile-iron, water-service piping according to AWWA C600 and AWWA M41.

1. Install PE corrosion-protection encasement according to ASTM A 674 or AWWA C105.

E. Install PVC, AWWA pipe according to AWWA M23 and ASTM F 645.

F. Bury piping with depth of cover over top at least 30 inches, with top at least 12 inches below level of maximum frost penetration, and according to the following:

1. Under Driveways: With at least 36 inches cover over top.
2. Under Railroad Tracks: With at least 48 inches cover over top.
3. In Loose Gravelly Soil and Rock: With at least 12 inches additional cover.

G. Extend water-service piping and connect to water-supply source and building water piping systems at outside face of building wall in locations and pipe sizes indicated.

1. Terminate water-service piping at building wall until building water piping systems are installed. Terminate piping with caps, plugs, or flanges as required for piping material. Make connections to building water piping systems when those systems are installed.

H. Install underground piping with restrained joints at horizontal and vertical changes in direction. Use restrained-joint piping, thrust blocks, anchors, tie- rods and clamps, and other supports.

I. Anchor service-entry piping to building wall.

3.6 ANCHORAGE INSTALLATION

A. Install anchorages for tees, plugs and caps, bends, crosses, valves, and hydrant branches. Include anchorages for the following piping systems:

1. Gasketed-Joint, Ductile-Iron, Water-Service Piping: According to AWWA C600.
2. Gasketed-Joint, PVC Water-Service Piping: According to AWWA M23.
3. Fire-Service-Main Piping: According to NFPA 24.

B. Apply full coat of asphalt or other acceptable corrosion-resistant material to surfaces of installed ferrous anchorage devices.

3.7 VALVE INSTALLATION

A. AWWA Gate Valves: Comply with AWWA C600 and AWWA M44. Install each underground valve with stem pointing up and with valve box.

B. UL/FM Gate Valves: Comply with NFPA 24. Install each underground valve and valves in vaults with stem pointing up and with vertical cast-iron indicator post.

C. Detector Check Valves: Install in vault or aboveground.

3.8 DETECTOR CHECK VALVE INSTALLATION

A. Install detector check valves for proper direction of flow. Install bypass with water meter, gate valves on each side of meter, and check valve downstream from meter.

B. Support detector check valves, meters, shutoff valves, and piping on brick or concrete piers.

3.9 WATER-METER INSTALLATION

A. Install water meters, piping, and specialties according to utility company's written requirements.

B. Water Meters: Install compound-type water meters, NPS 3 and larger, in meter vaults. Include shutoff valves on water-meter inlets and outlets and valved bypass around meters. Support meters, valves, and piping on brick or concrete piers.

3.10 ROUGHING-IN FOR WATER METERS

A. Rough-in piping and specialties for water-meter installation according to utility

company's written instructions and requirements.

3.11 BACKFLOW-PREVENTER INSTALLATION

A. Install backflow preventers of type, size, and capacity indicated. Include valves and test cocks. Install according to requirements of plumbing and health department and authorities having jurisdiction.

B. Do not install backflow preventers with relief drain in vault or other space subject to flooding.

C. Do not install bypass piping around backflow preventers.

D. Support NPS 2-1/2 and larger backflow preventers, valves, and piping near floor and on brick or concrete piers.

3.12 VAULT INSTALLATION

A. Refer to MAWSS specifications for Vault installation.

B. Install precast concrete vaults according to ASTM C 891.

C. Connect drain outlet to storm drainage piping. Refer to Division 33, Section "Stormwater Conveyance."

3.13 PROTECTIVE ENCLOSURE INSTALLATION

A. Install concrete base level and with top approximately 2 inches above grade.

B. Install protective enclosure over valves and equipment.

C. Anchor protective enclosure to concrete base.

3.14 CONNECTIONS

A. Drawings indicate general arrangement of piping and specialties.

B. Connect water-distribution piping to existing water main. Use tapping sleeve and tapping valve.

C. Connect water-distribution piping to post hydrants and drinking fountains.

3.15 FIELD QUALITY CONTROL

A. Piping Tests: Conduct piping tests before joints are covered and after thrust blocks have hardened sufficiently. Fill pipeline 24 hours before testing and apply test pressure to stabilize system. Use only potable water.

B. Hydrostatic Tests: Test at not less than 1-1/2 times working pressure for 2 hours.

1. Increase pressure in 50-psig increments and inspect each joint between increments. Hold at test pressure for 1 hour; decrease to 0 psig. Slowly increase again to test pressure and hold for 1 more hour. Maximum allowable leakage is 2 quarts per hour per 100 joints. Remake leaking joints with new materials and repeat test until leakage is within allowed limits.

C. Prepare reports of testing activities.

3.16 IDENTIFICATION

A. Install continuous underground detectable warning tape during backfilling of trench for underground water-service piping. Locate below finished grade, directly over piping. Refer to MAWSS specifications.

B. Permanently attach equipment nameplate or marker, indicating plastic water-service piping, on main electrical meter panel. Refer to MAWSS specifications.

3.17 CLEANING

A. Clean and disinfect water-distribution piping as follows:

1. Purge new water-distribution piping systems and parts of existing systems that have been altered, extended, or repaired before use.
2. Use purging and disinfecting procedure prescribed by authorities having jurisdiction or, if method is not prescribed by authorities having jurisdiction, use procedure described in NFPA 24 for flushing of piping. Flush piping system with clean, potable water until dirty water does not appear at points of outlet.
3. Use purging and disinfecting procedure prescribed by authorities having jurisdiction or, if method is not prescribed by authorities having jurisdiction, use procedure described in AWWA C651 or as described below:

a. Fill system or part of system with water/chlorine solution containing at least 50 ppm of chlorine; isolate and allow to stand for 24 hours.
b. Drain system or part of system of previous solution and refill with water/chlorine solution containing at least 200 ppm of chlorine; isolate and allow to stand for 3 hours.
c. After standing time, flush system with clean, potable water until no chlorine remains in water coming from system.

d. Submit water samples in sterile bottles to authorities having jurisdiction. Repeat procedure if biological examination shows evidence of contamination.

B. Prepare reports of purging and disinfecting activities.

END OF SECTION 33 0500

SECTION 33 4200
STORMWATER CONVEYANCE

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes storm drainage outside the building.

1.3 DEFINITIONS

A. HDPE: High Density Polyethylene plastic.

B. PVC: Polyvinyl chloride plastic.

C. RCP: Reinforced concrete pipe.

D. DIP: Ductile-iron pipe.

1.4 PERFORMANCE REQUIREMENTS

A. Gravity-Flow, Nonpressure-Piping Pressure Ratings: At least equal to system test pressure.

1.5 SUBMITTALS

A. Shop Drawings: Include plans, elevations, details, and attachments for the following:

1. Precast concrete manholes and other structures, including frames, covers, and grates.
2. Cast-in-place concrete manholes and other structures, including frames, covers, and grates.

B. Design Mix Reports and Calculations: For each class of cast-in-place concrete.

C. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Do not store plastic structures, pipe, and fittings in direct sunlight.

B. Protect pipe, pipe fittings, and seals from dirt and damage.

C. Handle precast concrete manholes and other structures according to manufacturer's written rigging instructions.

1.7 PROJECT CONDITIONS

A. Site Information: Perform site survey, research public utility records, and verify existing utility locations.

B. Locate existing structures and piping to be closed and abandoned.

C. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Architect not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Architect's written permission.

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

A. Refer to Part 3 "Piping Applications" Article for applications of pipe and fitting materials.

2.2 PIPES AND FITTINGS

A. Corrugated PE Pipe and Fittings: AASHTO M 294, Type S, with smooth waterway for coupling joints.

1. Soiltight Couplings: AASHTO M 294, corrugated, matching pipe and fittings to form soiltight joints.
2. Silttight Couplings: PE sleeve with ASTM D 1056, Type 2, Class A, Grade 2 gasket material that mates with pipe and fittings to form silttight joints.

B. PVC Sewer Pipe and Fittings: According to the following:

1. PVC Sewer Pipe and Fittings, NPS 15 (DN375) and Smaller: ASTM D 3034, SDR 35, for solvent-cemented or gasketed joints.

a. Gaskets: ASTM F 477, elastomeric seals.

C. Reinforced-Concrete Sewer Pipe and Fittings: ASTM C 76 (ASTM C 76M), Class III, Wall B, (unless otherwise indicated) for gasketed joints.

1. Gaskets: ASTM C 443 (ASTM C 443M), rubber.

D. Ductile-Iron, Culvert Pipe and Fittings

1. Pipe: ASTM A 716, for push-on joints.
2. Standard Fittings: AWWA C110, ductile or gray iron, for push-on joints.
3. Compact Fittings: AWWA C153, for push-on joints.
4. Gaskets: AWWA C111, rubber.

2.3 SPECIAL PIPE COUPLINGS AND FITTINGS

A. Sleeve-Type Pipe Couplings: ASTM C 1173, rubber or elastomeric sleeve and band assembly fabricated to mate with OD of pipes to be joined, for nonpressure joints.

1. Sleeve Material for Concrete Pipe: ASTM C 443 (ASTM C 443M), rubber.
2. Sleeve Material for Plastic Pipe: ASTM F 477, elastomeric seal.
3. Sleeve Material for Dissimilar Pipe: Compatible with pipe materials being joined.
4. Bands: Stainless steel, at least one at each pipe insert.

B. Bushing-Type Pipe Couplings: ASTM C 1173, rubber or elastomeric bushing fabricated to mate with OD of smaller pipe and ID of adjoining larger pipe, for nonpressure joints.

1. Material for Concrete Pipe: ASTM C 443 (ASTM C 443M), rubber.
2. Material for Plastic Pipe: ASTM F 477, elastomeric seal.
3. Material for Dissimilar Pipe: Compatible with pipe materials being joined.

2.4 MANHOLES

A. Normal-Traffic Precast Concrete Manholes: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for rubber gasketed joints.

1. Diameter: 48 inches I.D. 5' depth, 60" I.D. > 5' depth, unless otherwise indicated.
2. Ballast: Increase thickness of precast concrete sections or add concrete to base section, as required to prevent flotation.
3. Base Section: 6-inch minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section and having separate base slab or base section with integral floor.

4. Riser Sections: 4-inch minimum thickness, and lengths to provide depth indicated.
5. Top Section: Concentric-cone type, unless eccentric-cone or flat-slab- top type is indicated. Top of cone of size that matches grade rings.
6. Gaskets: ASTM C 443 rubber.
7. Grade Rings: Include two or three reinforced-concrete rings, of 6- to 9-inch total thickness, that match 24-inch-diameter frame and cover. Final height adjustment can be made with courses of brick totaling no more than 16 inches.
8. Steps: ASTM C 478, individual steps or ladder. Omit steps for manholes less than 48 inches deep.
9. Pipe Connectors: ASTM C 923, resilient, of size required, for each pipe connecting to base section.

B. Heavy-Traffic Precast Concrete Manholes: ASTM C 913; designed according to ASTM C 890 for A-16, heavy-traffic, structural loading; of depth, shape, and dimensions indicated, with provision for rubber gasketed joints.

1. Ballast: Increase thickness of one or more precast concrete sections or add concrete to structure, as required to prevent flotation.
2. Gaskets: Rubber.
3. Grade Rings: Include two or three reinforced-concrete rings, of 6- to 9-inch total thickness, that match 24-inch-diameter frame and cover.
4. Steps: ASTM C 478, individual steps or ladder. Omit steps for manholes less than 48 inches deep.
5. Pipe Connectors: ASTM C 923, resilient, of size required, for each pipe connecting to base section.

C. Cast-in-Place Concrete Manholes: Construct of reinforced-concrete bottom, walls, and top; designed according to ASTM C 890 for A-16, heavy-traffic, structural loading; of depth, shape, dimensions, and appurtenances indicated.

1. Ballast: Increase thickness of concrete, as required to prevent flotation.
2. Grade Rings: Include two or three reinforced-concrete rings, of 6- to 9-inch total thickness, that match 24-inch-diameter frame and cover.
3. Steps: ASTM C 478, individual steps or ladder. Omit steps for manholes less than 48 inches deep.

D. Manhole Frames and Covers: ASTM A 536, Grade 60-40-18, ductile-iron castings designed for heavy-duty service. Include 24-inch ID by 7- to 9-inch riser with 4-inch minimum width flange, and 26-inch- diameter cover. Include indented top design with lettering "STORM SEWER" cast into cover.

2.5 CATCH BASINS

A. Normal-Traffic, Precast Concrete Catch Basins: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for rubber gasketed joints.

1. Base Section: 6-inch minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section and having separate base slab or base section with integral floor.
2. Riser Sections: 4-inch minimum thickness, 48-inch diameter, and lengths to provide depth indicated.
3. Top Section: Concentric-cone type, unless eccentric-cone or flat-slab-top type is indicated. Top of cone of size that matches grade rings.
4. Gaskets: ASTM C 443, rubber.
5. Grade Rings: Include two or three reinforced-concrete rings, of 6- to 9-inch total thickness, that match 24-inch diameter frame and grate.
6. Steps: ASTM C 478 individual steps or ladder. Omit steps for catch basins less than 48 inches deep.
7. Pipe Connectors: ASTM C 923, resilient, of size required, for each pipe connecting to base section.

B. Heavy-Traffic, Precast Concrete Catch Basins: ASTM C 913, precast, reinforced concrete; designed according to ASTM C 890 for A-16, heavy-traffic, structural loading; of depth, shape, and dimensions indicated, with provision for rubber gasketed joints.

1. Gaskets: Rubber.
2. Grade Rings: Include two or three reinforced-concrete rings, of 6- to 9-inch total thickness, that match 24-inch diameter frame and grate.
3. Pipe Connectors: ASTM C 923, resilient, of size required, for each pipe connecting to base section.
4. Pipe Connectors: ASTM C 923, resilient, of size required, for each pipe connecting to base section.

C. Cast-in-Place Concrete, Catch Basins: Construct of reinforced concrete; designed according to ASTM C 890 for structural loading; of depth, shape, dimensions, and appurtenances indicated.

1. Bottom, Walls, and Top: Reinforced concrete.
2. Channels and Benches: Concrete.
3. Pipe Connectors: ASTM C 923, resilient, of size required, for each pipe connecting to base section.

D. Frames and Grates: ASTM A 536, Grade 60-40-18, ductile iron designed for heavy-duty service. Include flat grate with small square or short-slotted drainage openings.

1. Size: 24 by 24 inches minimum, unless otherwise indicated.
2. Grate Free Area: Approximately 50 percent, unless otherwise indicated.

E. Frames and Grates: ASTM A 536, Grade 60-40-18, ductile iron designed for heavy-

duty service. Include 24-inch ID by 7- to 9-inch riser with 4-inch minimum width flange, and 26-inch diameter flat grate with small square or short-slotted drainage openings.

1. Grate Free Area: Approximately 50 percent, unless otherwise indicated.

2.6 CONCRETE

A. General: Cast-in-place concrete according to ACI 318, ACI 350R, and the following:

1. Cement: ASTM C 150, Type II.
2. Fine Aggregate: ASTM C 33, sand.
3. Coarse Aggregate: ASTM C 33, crushed gravel.
4. Water: Potable.

B. Portland Cement Design Mix: 4000 psi minimum, with 0.45 maximum water-cementitious ratio.

1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
2. Reinforcement Bars: ASTM A 615, Grade 60, deformed steel.

C. Structure Channels and Benches: Factory or field formed from concrete. Portland cement design mix, 4000 psi minimum, with 0.45 maximum water- cementitious ratio.

1. Include channels and benches in manholes.

a. Channels: Concrete invert, formed to same width as connected piping, with height of vertical sides to three-fourths of pipe diameter. Form curved channels with smooth, uniform radius and slope.

1) Invert Slope: 2 percent through manhole.

b. Benches: Concrete, sloped to drain into channel.

1) Slope: 4 percent.

2. Include channels in catch basins.

a. Channels: Concrete invert, formed to same width as connected piping, with height of vertical sides to three-fourths of pipe diameter. Form curved channels with smooth, uniform radius and slope.

1) Invert Slope: 2 percent through catch basin.

D. Ballast and Pipe Supports: Portland cement design mix, 3000 psi minimum, with 0.58 maximum water-cementitious ratio.

1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
2. Reinforcement Bars: ASTM A 615, Grade 60, deformed steel.

PART 3 - EXECUTION

3.1 EARTHWORK

A. Excavating, trenching, and backfilling are specified in Division 31, Section “Earth Moving.”

3.2 IDENTIFICATION

A. Materials and their installation are specified in Division 31, Section “Earth Moving.” Arrange for installing green warning tapes directly over piping and at outside edges of underground structures.

1. Use or detectable warning tape over ferrous piping.
2. Use detectable warning tape over nonferrous piping and over edges of underground structures.

3.3 PIPING APPLICATIONS

A. General: Include watertight, silttight, or soiltight joints, unless watertight or silttight joints are indicated.

B. Refer to Part 2 of this Section for detailed specifications for pipe and fitting products listed below. Use pipe, fittings, and joining methods according to applications indicated.

C. Gravity-Flow Piping: As indicated on the drawings.

3.4 SPECIAL PIPE COUPLING AND FITTING APPLICATIONS

A. Special Pipe Couplings: Use where required to join piping and no other appropriate method is specified. Do not use instead of specified joining methods.
1. Use the following pipe couplings for nonpressure applications:

a. Sleeve type to join piping, of same size, or with small difference in OD.
b. Increaser/reducer-pattern, sleeve type to join piping of different sizes.
c. Bushing type to join piping of different sizes where annular space between smaller piping's OD and larger piping's ID permits installation.

3.5 INSTALLATION, GENERAL

A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take design considerations into account. Install piping as indicated, to extent practical.

B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements. Maintain swab or drag in line and pull past each joint as it is completed.

C. Use manholes for changes in direction, unless fittings are indicated. Use fittings for branch connections, unless direct tap into existing sewer is indicated.

D. Use proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.

E. Install gravity-flow piping and connect to building's storm drains, of sizes and in locations indicated. Terminate piping as indicated.

1. Install piping pitched down in direction of flow, at minimum slope of 1 percent, unless otherwise indicated.
2. Install piping with 36-inch minimum cover, unless otherwise indicated.

F. Extend storm drainage piping and connect to building's storm drains, of sizes and in locations indicated. Terminate piping as indicated.

3.6 PIPE JOINT CONSTRUCTION AND INSTALLATION

A. General: Join and install pipe and fittings according to installations indicated.

B. Install with top surfaces of components, except piping, flush with finished surface.

C. PE Pipe and Fittings: As follows:

1. Join pipe, tubing, and fittings with couplings for soiltight joints according to manufacturer's written instructions.
2. Install according to ASTM D 2321 and manufacturer's written instructions.
3. Install corrugated piping according to the Corrugated Polyethylene Pipe Association's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings."

D. PVC Pressure Pipe and Fittings: Join and install according to AWWA M23.

E. PVC Sewer Pipe and Fittings: As follows:

1. Join pipe and gasketed fittings with gaskets according to ASTM D 2321.
2. Install according to ASTM D 2321.

F. Concrete Pipe and Fittings: Install according to ACPA's "Concrete Pipe Installation Manual." Use the following seals:

1. Round Pipe and Fittings: ASTM C 443, rubber gaskets.
2. Arch Pipe: ASTM C 877, Type I, sealing bands.

G. Ductile-iron Culvert Piping: Install according to AWWA C600 for push-on joints.

H. System Piping Joints: Make joints using system manufacturer's couplings, unless otherwise indicated.

I. Join piping made of different materials or dimensions with couplings made for this application. Use couplings that are compatible with and that fit both systems' materials and dimensions.

3.7 MANHOLE INSTALLATION

A. General: Install manholes, complete with appurtenances and accessories indicated.

B. Form continuous concrete channels and benches between inlets and outlet.

C. Set tops of frames and covers flush with finished surface of manholes that occur in pavements. Set tops 3 inches above finished surface elsewhere, unless otherwise indicated.

D. Install precast concrete manhole sections with gaskets according to ASTM C 891.

E. Construct cast-in-place manholes as indicated.

3.8 CATCH-BASIN INSTALLATION

A. Construct catch basins to sizes and shapes indicated.

B. Set frames and grates to elevations indicated.

3.9 STORM DRAINAGE INLET AND OUTLET INSTALLATION

A. Construct inlet head walls, aprons, and sides of reinforced concrete, as indicated.

B. Construct riprap of broken stone, as indicated.

C. Install outlets that spill onto grade, anchored with concrete, where indicated.

D. Install outlets that spill onto grade, with flared end sections that match pipe, where indicated.

E. Construct energy dissipators at outlets, as indicated.

3.10 CONCRETE PLACEMENT

A. Place cast-in-place concrete according to ACI 318 and ACI 350R.

3.11 TAP CONNECTIONS

A. Make connections to existing piping and underground structures so finished Work complies as nearly as practical with requirements specified for new Work.

B. Use commercially manufactured wye fittings for piping branch connections. Remove section of existing pipe; install wye fitting into existing piping; and encase entire wye fitting, plus 6-inch overlap, with not less than 6 inches of concrete with 28-day compressive strength of 3000 psi.

C. Make branch connections from side into existing piping. Remove section of existing pipe; install wye fitting into existing piping; and encase entire wye with not less than 6 inches of concrete with 28-day compressive strength of 3000 psi.

D. Make branch connections from side into existing piping, NPS 18 or larger, or to underground structures by cutting opening into existing unit large enough to allow 3 inches of concrete to be packed around entering connection. Cut end of connection pipe passing through pipe or structure wall to conform to shape of and be flush with inside wall, unless otherwise indicated. On outside of pipe or structure wall, encase entering connection in 6 inches of concrete for minimum length of 12 inches to provide additional support of collar from connection to undisturbed ground.

1. Use concrete that will attain minimum 28-day compressive strength of 3000 psi, unless otherwise indicated.
2. Use epoxy-bonding compound as interface between new and existing concrete and piping materials.

E. Protect existing piping and structures to prevent concrete or debris from entering while making tap connections. Remove debris or other extraneous material that may accumulate.

3.12 CLOSING ABANDONED STORM DRAINAGE SYSTEMS

A. Abandoned Piping: Close open ends of abandoned underground piping indicated to remain in place. Include closures strong enough to withstand hydrostatic and earth pressures that may result after ends of abandoned piping have been closed. Use either procedure below:

1. Close open ends of piping with at least 8-inch- thick, brick masonry bulkheads.
2. Close open ends of piping with threaded metal caps, plastic plugs, or other acceptable methods suitable for size and type of material being closed. Do not use wood plugs.

B. Abandoned Structures: Excavate around structure as required and use one procedure below:

1. Remove structure and close open ends of remaining piping.
2. Remove top of structure down to at least 36 inches below final grade. Fill to within 12 inches of top with stone, rubble, gravel, or compacted dirt. Fill to top with concrete.
3. Backfill to grade according to Division 31, Section “Earth Moving."

3.13 FIELD QUALITY CONTROL

A. Clear interior of piping and structures of dirt and superfluous material as work progresses. Maintain swab or drag in piping and pull past each joint as it is completed.

1. In large, accessible piping, brushes and brooms may be used for cleaning.
2. Place plug in end of incomplete piping at end of day and when work stops.
3. Flush piping between manholes and other structures to remove collected debris, if required by authorities having jurisdiction.

B. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.

1. Submit separate reports for each system inspection.
2. Defects requiring correction include the following:

a. Alignment: Less than full diameter of inside of pipe is visible between structures.
b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
c. Crushed, broken, cracked, or otherwise damaged piping.
d. Infiltration: Water leakage into piping.

e. Exfiltration: Water leakage from or around piping.

3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
4. Reinspect and repeat procedure until results are satisfactory.

C. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.

1. Do not enclose, cover, or put into service before inspection and approval.
2. Test completed piping systems according to authorities having jurisdiction.
3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.
4. Submit separate reports for each test.
5. Leaks and loss in test pressure constitute defects that must be repaired.
6. Replace leaking piping using new materials, and repeat testing until leakage is within allowances specified.

END OF SECTION 33 4200



AASHTO GUIDE SPEC Pedestrian Bridges

INTRODUCTION

This Specification is to be used as a guide in developing appropriate final specifications suited to the purchaser's particular needs. The two primary objectives of these Special Specifications are:

- To provide assurance that the submittals and structures provided in response to the award of performance-specified, prefabricated, steel bridges will completely conform to the desires and expectations of the Specifier and Owner.

- To limit the liability of Specifiers and Owners through following a comprehensive specification process utilizing a published source backed up with an authoritative, technical specification commentary documenting a full design example. Public safety is thereby assured.

The most critical guarantees for both objectives above are the comprehensive, non-proprietary format of the specifications and the specification checklist. When the entire specification is published, proposals received and compliance with the requirements of the specifications are enforced at the time of award and submittal approval, Specifiers and Owners will receive what they expect and reduce their liability for the bridge and other structures.

DISCLAIMER TO SPECIFICATIONS

This recommended Special Specification for Prefabricated Bridges has been prepared by CONTECH Engineered Solutions, LLC as a service to bridge Specifiers and Owners. It is offered in good faith and is based on information believed to be accurate and reliable, but is offered without warranty of any kind, either expressed or implied. CONTECH Engineered Solutions, LLC and its employees accept no responsibility for any harm resulting from reliance on this document. Compliance with all applicable government regulations or codes remains the full responsibility of the parties to whom the regulation or code applies.

1.0 GENERAL

1.1 Scope

These specifications are for a fully engineered clear span bridge of steel construction and shall be regarded as minimum standards for design and construction. These specifications are based on products designed and manufactured by CONTECH Engineered Solutions, LLC Continental Bridge brand.

1.2 Qualified Suppliers

Contech Engineered Solutions is the pre-approved manufacturer of choice for this project Each bidder is required to identify their intended bridge supplier as part of the bid submittal. Qualified suppliers must have 10 years experience fabricating these type structures.

Pre-approved Manufacturers:

CONTECH Engineered Solutions, LLC

8301 State Highway 29 North	4021 Gault Avenue South
Alexandria, Minnesota 56308	Fort Payne, Alabama 35967
1-800-328-2047	1-800-749-7515

Suppliers other than those listed above may be used if they provide the Engineer of Record (EOR) or owner's agent evidence of compliance with all performance criteria herein and the EOR or Owner's agent evaluates any alternate suppliers documentation and experience and approves them 1 week prior to bid. Alternate structures will not be accepted after the bid opening.

The contractor must provide the following documentation, for any proposed supplier who is not pre-approved, at least 10 days prior to bid:

1. Product Literature

2. All documentation to insure the proposed substitution will be in compliance with these specifications. This shall include:
   - Representative design calculations
   - Representative drawings
   - Splicing and erection procedures
   - Warranty information
   - Inspection and Maintenance procedures
   - AISC Shop Certification; Advanced, Complex or Intermediate Bridge Required
   - AWS Certified Fabricator Certification
   - Welder Qualifications

3. Proposed suppliers must have at least ten (10) years experience designing and fabricating these type structures and a minimum of ten (10) successful bridge projects, of similar construction, each of which has been in service at least seven (7) years. List the location, bridge size, owner, and a contact for reference for each project.

   The engineer will evaluate and verify the accuracy of the submittal prior to bid. If the engineer determines that the qualifying criteria have not been met, the contractor's proposed supplier shall be rejected. The engineer's ruling shall be final and no alternate suppliers will be accepted after the bid opening.

4. In order to be considered an "or Equal" or "Equivalent Supplier" a Manufacturer's representative from any proposed alternate supplier is to be in attendance at the project pre-bid meeting and, by request, at the preconstruction conference.

2.0 GENERAL FEATURES OF DESIGN

2.1 Span

Bridge span shall be 60’-0” (straight line dimension) and shall be as measured from each end of the bridge structure (out to out dimension).

2.2 Width

Bridge width shall be 12’-0" clear and shall be as measured from the inside face of the elements comprising of the Safety system or truss structural members (chords and verticals)

2.3 Bridge System Type

Bridge(s) shall be designed as a Connector® (H1) (or equal), that has one diagonal per truss panel and plumb end vertical members. Interior vertical members shall be either plumb or perpendicular to the chord faces.

2.3.1 Bridge(s) shall be designed utilizing an H-Section configuration where the floor beams are placed up inside the trusses and attached to the truss verticals.

2.3.2 The bridge manufacturer shall determine the distance from the top of the deck to the top and bottom truss members based upon structural and/or shipping requirements.

2.3.3 The top of the top chord shall not be less than 54 inches above the deck (measured from the high point of the riding surface) on bike path structures.

2.4 Member Components

All members of the vertical trusses (top and bottom chords, verticals, and diagonals) shall be fabricated from square and/or rectangular structural steel tubing. Other structural members and bracing shall be fabricated from structural steel shapes or square and rectangular structural steel tubing.

Unless the floor and fastenings are specifically designed to provide adequate lateral support to the top flange of open shape stringers (w-shapes or channels), a minimum of one stiffener shall be provided in each stringer at every floor beam location.

2.5 Attachments

2.5.1 Safety Rails – Vertical Picket System

Vertical picket safety rails shall be placed on the structure up to a minimum height of 4′-6″ above the deck surface. Picket safety rails shall be placed so as to prevent a 4″ sphere from passing through the truss. Safety rails shall be placed on the inside or outside of the structure at the bridge fabricator's option. Picket safety rails placed on the inside of the truss shall have their ends sealed and ground smooth so as to produce no sharp edges.

The picket safety rail system shall be designed for an infill loading of 200 pounds, applied horizontally at right angles, to a one square foot area at any point in the system.

2.5.2 Toe Plate

The bridge shall be supplied with a steel ¼"x6" toe plate mounted to the inside face of both trusses. The toe rail shall be a minimum of 4 inches high. Toe rail shall be welded to the truss members at a height adequate to provide a 2″ gap between the bottom of the rail and the top of the deck.

2.5.3 Pipe Handrails

The bridge shall be provided with continuous 1-1/4″ schedule 40 black steel pipe handrails. Handrails shall be provided with a minimum 1-1/2″ knuckle space between the railing and the truss verticals. The handrails shall be located 36″ above the deck surface. The handrails shall be secure and shall not rotate within their fittings. The mounting of interior handrails shall be such that the completed handrail and supports are capable of withstanding a load of 200 pounds applied in any direction at any point on the rail. The handrail shall deflect no more than 1/4″ under this loading. The ends of the railing shall be capped with a flush end cap.

Pipe handrail attachment brackets shall be painted steel, matching the bridge superstructure. The pipe handrails shall be attached to the railing brackets from underneath by welding prior to painting.

2.6 Camber

The bridge shall have a vertical camber dimension at midspan equal to 100% of the full dead load deflection plus 1% of the full length of the bridge.

2.7 Elevation Difference

The bridge abutments shall be constructed at the same elevation on both ends of the bridge.

3.0. ENGINEERING

Structural design of the bridge structure(s) shall be performed by or under the direct supervision of a licensed professional engineer and done in accordance with recognized engineering practices and principles**.** The Licensed Professional Engineer to hold a current P.E. or S.E. license in the state where the bridge will be erected and be a direct employee of the bridge Manufacturer and located at the manufacturing facility to ensure the quality of the bridge during production. The Bridge Design Engineer shall be onsite at the manufacturer while the bridge is in fabrication and shall file weekly design conformance inspection reports. The Manufacturer must have a local Bridge Consultant or Sales Engineer employed by the manufacturing company attend the pre-construction meeting.

3.1 Design Loads

In considering design and fabrication issues, this structure shall be assumed to be statically loaded. No dynamic analysis shall be required nor shall fabrication issues typically considered for dynamically loaded structures be considered for this bridge. The Fracture Critical requirements have been waived, including article 8.2.3 of the AASHTO LRFD Guide Specification for Design of Pedestrian Bridges, December 2009.

3.1.1 Dead Load

The bridge structure design shall consider its own dead load (superstructure and original decking), as well as the additional loads listed below.

3.1.2 Uniform Live Load

3.1.2.1 Pedestrian Live Load

Main Members: Main supporting members, including girders, trusses and arches shall be designed for a pedestrian live load of 90 pounds per square foot of bridge walkway area. The pedestrian live load shall be applied to those areas of the walkway so as to produce maximum factored load in the member being designed.

3.1.3 Concentrated Loads

The bridge superstructure, floor system and decking shall be designed for each of the following point load conditions:

A four wheeled vehicle with the appropriate wheelbase, tire track and tire print area shall be applied. The vehicle load applied is dependent on the bridge width. Bridge shall be designed for a 5,000 pound vehicle with a 50% wheel distribution.

A vehicle impact allowance is not required.

3.1.4 Wind Load

3.1.4.1 Horizontal Forces

The bridge(s) shall be designed for a minimum wind load of 35 pounds per square foot on the full vertical projected area of the bridge as if enclosed. Wind load shall be considered in accordance with AASHTO Signs and Luminaires, but in no case will the wind load be taken as less than 35 pounds per square foot. The wind load shall be applied horizontally at right angles to the longitudinal axis of the structure.

The wind loading shall be considered both in the design of the lateral load bracing system and in the design of the truss vertical members, floor beams and their connections.

3.1.4.2 Overturning Forces

The effect of forces tending to overturn structures shall be calculated assuming that the wind direction is at right angles to the longitudinal axis of the structure. In addition, an upward force shall be applied at the windward quarter point of the transverse superstructure width. This force shall be 20 pounds per square foot of deck.

3.1.5 Top Chord/Railing Loads

The top chord, truss verticals, and floor beams shall be designed for lateral wind loads (per section 3.1.4.1) and for any loads required to provide top chord stability as outlined in Section 3.3.6; however, in no case shall the load be less than 50 pounds per lineal foot or a 200 pound point load, whichever produces greater stresses, applied in any direction at any point along the top chord or at the top of the safety system (48" or 54" above deck level), if higher than the top chord.

3.1.6 Load Combinations

The load combinations shall follow AASHTO LRFD “Standard Specifications for Highway Bridges” latest edition.

It shall be the responsibility of the foundation engineer to determine any additional loads (i.e. earth pressure, stream force on abutments, wind loads other than those applied perpendicular to the long axis of the bridge, etc.) and load combinations required for design of the abutments.

3.2 Design Limitations

3.2.1 Deflection

3.2.1.1 Vertical Deflection

The vertical deflection of the main trusses due to service pedestrian live load shall not exceed 1/360 of the span.

The deflection of the floor system members (floor beams and stringers) due to service pedestrian live load shall not exceed 1/360 of their respective spans.

Deflection limits due to occasional vehicular traffic shall not be considered.

3.2.1.2 Horizontal Deflection

The horizontal deflection of the structure due to lateral wind loads shall not exceed 1/360 of the span under design wind load.

3.2.2 Vibration

Vibration of the structure shall not cause discomfort or concern to users. Except as specified herein, the fundamental frequency in a vertical mode without live load shall be greater than 3.0 hertz. In the lateral direction, the fundamental frequency of the bridge shall be greater than 1.3 hertz. If the bridge cannot satisfy these limitations in the vertical direction, the bridge may be proportioned to satisfy the following criteria:

$$f \geq 2.86 \ln\left(\frac{180}{W}\right)$$

Where:

f = the fundamental frequency in the vertical direction (Hz)

W = the weight of the supported structure, including only dead load (kips)

From bridge design and fabrication experience, bridges with spans between 90 and 110 feet with concrete decks have exhibited vibration problems. To address this issue, the previous equation is limited and a fundamental frequency of at least 2.6 hertz must be met in the vertical direction when the bridge has a span in the 90 to 110 feet range and a concrete deck.

3.2.3 Minimum Thickness of Metal

The minimum thickness of all structural steel members shall be 1/4" nominal and be in accordance with the AISC Manual of Steel Constructions' "Standard Mill Practice Guidelines". For ASTM A500 and ASTM A847 tubing, the section properties used for design shall be per the Steel Tube Institute of North America's Hollow Structural Sections "Dimensions and Section Properties".

3.3 Governing Design Codes / References

Structural members shall be designed in accordance with recognized engineering practices and principles as follows:

3.3.1 Structural Steel

American Association of State Highway and Transportation Officials (AASHTO).
Shall be in accordance with "LRFD Guide Specification for the Design of Pedestrian Bridges" 2009 (AASHTO).

3.3.2 Welded Tubular Connections

American Association of State Highway and Transportation Officials / American Welding Society (AASHTO/AWS) and the American Institute of Steel Construction (AISC).

All welded tubular connections shall be checked, when within applicable limits, for the limiting failure modes outlined in AASHTO or in accordance with the "Manual of Steel Construction: LRFD; (Load Resistance Factor Design)" as published by the American Institute of Steel Construction (AISC).

3.3.2.1 Bolted Connections

Bolted splice connections shall be in accordance with The Research Council on Structural Connections (RCSC) Specification for Structural Joints Using ASTM A325 or A490 Bolts. Additionally, Bolted splice connections shall use a mechanical nut capture detail to eliminate embrittlement of structural nuts and to be in compliance with AISC / AWS standards. Weld tacking structural nuts to a splice plate shall not be allowed.

3.3.3 Concrete

American Association of State Highway and Transportation Officials (AASHTO).

Shall be in accordance with AASHTO, "LRFD Bridge Design Specifications", latest edition.

3.3.4 Top Chord Stability

Structural Stability Research Council (SSRC), formerly Column Research Council.

The top chord shall be considered as a column with elastic lateral supports at the panel points. The critical buckling force of the column, so determined, shall exceed the maximum force from dead load and live load (uniform or vehicular) in any panel of the top chord by not less than 50 percent for parallel chord truss bridges or 100 percent for bowstring bridges. The design approach to prevent top chord buckling shall be as outlined by E.C. Holt's research work in conjunction with the Column Research Council on the stability of the top chord of a half-through truss.

For uniformly loaded bridges, the vertical truss members, the floor beams and their connections (transverse frames) shall be proportioned to resist a lateral force of not less than 1/100k times the top chord compressive load, but not less than .004 times that top chord load, applied at the top chord panel points of each truss. The top chord load is determined by using the larger top chord axial force in the members on either side of the "U-frame" being analyzed. For end frames, the same concept applies except the transverse force is 1% of the axial load in the end post member.

For bridges with vehicle loads, the lateral force applied at the top chord elevation for design of the transverse frames shall not be less than 1% of the top chord compression due to dead load plus any vehicle loading.

The bending forces in the transverse frames, as determined above, act in conjunction with all forces produced by the actual bridge loads as determined by an appropriate analysis which assumes that the floor beams are "fixed" to the trusses at each end.

NOTE: The effects of three dimensional loading (including "U-frame" requirements) shall be considered in the design of the structure. The "U-frame" forces shall be added to the forces derived from a three dimensional analysis of the bridge.

4.0 MATERIALS

4.1 Steel

4.1.1 Painted Steel

All Blast Cleaning shall be done in a dedicated OSHA approved indoor facility owned and operated by the bridge fabricator. Blast operations shall use Best Management Practices and exercise environmentally friendly blast media recovery systems.

Bridges which are to be painted shall be fabricated using high strength, low allow, atmospheric corrosion resistant ASTM A847 cold-formed welded square and rectangular tubing (Fy = 50,000 psi) and/or ASTM A588 and ASTM A 606 (Fy = 50,000 psi) plate and structural steel shapes. Splice plates, if required, shall be ASTM A588. All painted bridges shall be painted in a dedicated indoor OSHA approved paint facility that is owned and operated by the bridge fabricator.

The fabricator must hold a "Sophisticated Paint Endorsement" as set forth by AISC.

4.2 Decking

4.2.1 Concrete Deck

The bridge must be furnished with edge deck supports and a stay-in-place galvanized steel form deck suitable for pouring a reinforced concrete slab. The form deck shall be designed to carry the dead load of the wet concrete, weight of the form decking, plus a construction load of 20 PSF uniform load or a 145 pound concentrated load on a 1′-0″ wide section of deck. Edge support deflections are limited to 1/180 of the span or 3/4″, whichever is less.

The form deck shall be either smooth or composite. Composite decking shall not be used as reinforcing when designing for vehicular wheel loads. The form deck material shall be supplied in accordance with ASTM A653 and galvanized to a minimum G90 coating weight.
The deck slab shall be constructed using normal weight concrete (145 pcf) with a minimum 28-day strength of 4,000 psi.

Concrete deck design shall be performed by the bridge manufacturer. Concrete decks shall be designed for concentrated loads as specified in Section 3.1.3. The wheel loads used for deck design shall be distributed per the Structural Engineering Handbook, 4th Ed., by Gaylord, Gaylord and Stallmeyer. The load distribution width is equal to the tire width plus 0.6 times the slab span but in no case will it be greater than the smallest of the following values:

1. 1/2 the deck width,
2. 75% of the wheel track spacing, or
3. 4′ + 0.06S, per AASHTO, where S = slab span in feet

5.0 WELDING

5.1 Welding

Welding and weld procedure qualification tests shall conform to the provisions of ANSI/AWS D1.1 "Structural Welding Code", latest edition. Filler metal shall be in accordance with the applicable AWS Filler Metal Specification. For exposed, bare, unpainted applications of corrosion resistant steels (i.e. ASTM A588 and A847), the filler metal shall be in accordance with AWS D1.1.

5.2 Welders

Welders shall be properly certified, each of whom shall submit certification of satisfactorily passing AWS standard qualification tests for all positions with unlimited thickness of base metal, have a minimum of 6 months experience in welding tubular structures and have demonstrated the ability to make uniform sound welds of the type required.

6.0 SUBMITTALS

6.1 Submittal Drawings

Schematic drawings and diagrams shall be submitted to the customer for their review after receipt of order. Submittal drawings shall be unique drawings, prepared to illustrate the specific portion of the work to be done. All relative design information such as member sizes, bridge reactions, and general notes shall be clearly specified on the drawings. Drawings shall have cross referenced details and sheet numbers. All drawings shall be signed and sealed by a Professional Engineer who is licensed in accordance with Section 3.0.

6.2 Structural Calculations

Structural calculations for the bridge superstructure shall be submitted by the bridge manufacturer and reviewed by the approving engineer. All calculations shall be signed and sealed by a Professional Engineer who is licensed in accordance with Section 3.0. The calculations shall include all design information necessary to determine the structural adequacy of the bridge. The calculations shall include the following:

* All AASHTO LRFD checks for axial, bending and shear forces in the critical member of each truss member type (i.e. top chord, bottom chord, floor beam, vertical, etc.).

* Checks for the critical connection failure modes for each truss member type (i.e. vertical, diagonal, floor beam, etc.). Special attention shall be given to all welded tube on tube connections.

* All bolted splice connections.

* Main truss deflection checks.

* U-Frame stiffness checks (used to determine K factors for out-of-plane buckling of the top chord) .

* Deck design.

NOTE: The analysis and design of triangulated truss bridges shall account for moments induced in members due to joint fixity where applicable. Moments due to both truss deflection and joint eccentricity must be considered.

6.3 Welder certifications in compliance with AWS standard qualification tests.

6.4 Welding procedures in compliance with Section 5.1.

7.0 FABRICATION

7.1 General Requirements

7.1.1 Drain Holes

When the collection of water inside a structural tube is a possibility, either during construction or during service, the tube shall be provided with a drain hole at its lowest point to let water out.

7.1.2 Welds

Special attention shall be given to developing sufficient weld throats on tubular members. Fillet weld details shall be in accordance with AWS D1.1, Section 3.9.2. Unless determined otherwise by testing, the loss factor "Z" for heel welds shall be in accordance with AWS Table 2.9. Fillet welds which run onto the radius of a tube shall be built up to obtain the full throat thickness. The maximum root openings of fillet welds shall not exceed 3/16" in conformance with AWS D1.1, Section 5.22. Weld size or effective throat dimensions shall be increased in accordance with this same section when applicable (i.e. fit-up gaps> 1/16").

7.1.3 Sealing and Caulking

To prevent rust runs on painted structures, open ends of all tubes shall be capped and seal welded. Wherever practical, member end connections and steel on steel contact surfaces, such as stringer to floor beam connections, shall be welded all around. Long seams between members or any seam which cannot be practically welded shall be caulked.

7.1.4 Paint Clearance

To provide adequate clearance for initial painting and future recoating, a minimum of a 1-1/2² gap shall be provided between any two opposing painted surfaces. If this gap cannot be maintained, member sizes shall be increased or filler plates added to bring the opposing surfaces in contact for seal welding.

7.2 Quality Certification

Bridge(s) shall be fabricated by a fabricator who is currently certified by the American Institute of Steel Construction to have the personnel, organization, experience, capability, and commitment to produce fabricated structural steel for the category Intermediate or Advanced "Major Steel Bridges" as set forth in the AISC Certification Program with Fracture Critical Endorsement. Quality control shall be in accordance with procedures outlined for AISC certification. For painted structures, the fabricator must hold an SPE-P1 "Sophisticated Paint Endorsement - Enclosed" as set forth in the AISC certification program. Furthermore, the bridge(s) shall be fabricated in a facility owned and/or leased by the corporate owner of the manufacturer, and fully dedicated to bridge manufacturing.

Bridge manufacturer shall provide evidence of employing a minimum of 2 AWS Certified Welding Inspectors (CWI's) at the fabrication facility to insure continuous inspection during manufacturing.

8.0 FINISHING

8.1 Blast Cleaning

8.1.1 Painted Steel

All exposed surfaces of steel to be painted shall be blast cleaned in accordance with the appropriate section of the Steel Structures Painting Council Surface Preparation Specifications as recommended by the paint manufacturer.

8.2 Painting

All exposed steel surfaces shall receive shop applied primer and finish coats. The paint system shall consist of the following:

* Primer: Sherwin Williams Zinc Clad IV Primer
Intermediate coat: Sherwin Williams Macropoxy 646
Top Coat: Sherwin Williams Acrolon 218 HS

The primer and top coat shall be applied in accordance with and to the minimum dry film thickness listed in the paint manufacturer's recommendations. The top coat paint color shall be ***Forest Green***.

NOTE: Unless specified otherwise, connection faying surfaces and the interior surfaces of all structural tubing shall not be coated.

8.2.3 Touch-up Paint

A nominal quantity of touch-up paint will be provided to repair marred surfaces. Touch-up painting includes any and all painting required after the structure reaches the site, and is the responsibility of others. This painting shall include, but not be limited to, the following areas:

1. Any areas damaged due to shipping, handling, and erection of the bridge and components.
2. Bolt heads and exposed area of bolts and nuts as applicable.
3. Non-galvanized attachments or anchor bolts if not made of corrosion resistant steel.
4. If applicable, small areas (0^2 to 2^2 each side) around bolted field splices, designed as "slip critical", where one or all paint coats may be required to be left off the faying surfaces.

8.2.4 Painter Qualifications

All painters shall be certified by the appropriate paint manufacturer for proper handling, mixing, thinning (if required) and application of the paint system in accordance with the manufacturer's instructions. The painters shall also be certified by the Department of Transportation in the state in which the bridge is manufactured.

9.0 DELIVERY AND ERECTION

9.1 Delivery

Delivery is made to a location nearest the site which is easily accessible to normal over-the-road tractor/trailer equipment. All trucks delivering bridge materials will need to be unloaded at the time of arrival.

9.2 Installation

The manufacturer will provide detailed, written instruction in the proper lifting procedures and splicing procedures (if required). The method and sequence of erection shall be the responsibility of others.

9.3 Maintenance

The bridge manufacturer shall provide written inspection and maintenance procedures to be followed by the bridge owner.

10.0 BEARINGS

10.1 Bearing Devices

Bridge bearings shall consist of a steel setting or slide plate placed on the abutment or grout pad and a fabric reinforced elastomeric pad with Teflon and stainless steel placed on top of the setting plate. The bridge bearing plate which is welded to the bridge structure shall bear on bearing pad and setting plate. One end of the bridge will be fixed by fully tightening the nuts on the anchor bolts at that end. The opposite end will have finger tight only nuts to allow movement under thermal expansion or contraction.

10.2 Elastomeric Bearings

Bridge shall be supplied with a fabric reinforced elastomeric pad. The bridge bearings shall sit in a recessed pocket on the concrete abutment. Minimum 28-day strength for the abutment concrete shall be a minimum 3,000 PSI. The bearing seat shall be a minimum of 16" wide. The step height (from bottom of bearing to top-of-deck) shall be determined by the bridge manufacturer.

Bridges shall have stainless steel on teflon slide bearings placed between the bridge bearing plate and the fabric reinforced elastomeric pad. The top slide plate shall be large enough to cover the lower teflon slide surface at both temperature extremes.

Bridges in excess of 100 feet will be provided with two cover plates (one on each end of bridge).

11.0 FOUNDATIONS

Unless specified otherwise, the bridge manufacturer shall determine the number, diameter, minimum grade and finish of all anchor bolts. The anchor bolts shall be designed to resist all horizontal and uplift forces to be transferred by the superstructure to the supporting foundations. Engineering design of the bridge supporting foundations (abutment, pier, bracket and/or footings), including design of anchor bolt embedments, shall be the responsibility of the foundation engineer. **The contractor shall provide all materials for (including anchor bolts) and construction of the bridge supporting foundations**. The contractor shall install the anchor bolts in accordance with the manufacturer's anchor bolt spacing dimensions.

Information as to bridge support reactions and anchor bolt locations will be furnished by the bridge manufacturer after receipt of order and after the bridge design is complete.

12.0 PAYMENT

A partial payment or "deposit" for the prefabricated bridge shall be made upon order and storage as required by the terms of the manufacturer.

13.0 WARRANTY

The bridge manufacturer shall warrant their steel structure(s) are free of design, material and workmanship defects for a period of ten years from the date of delivery. Wood decking material carries no warranty.

This warranty shall not cover defects in the bridge caused by abuse, misuse, overloading, accident, improper installation, maintenance, alteration or any other cause not the result of defective materials or workmanship. This warranty does not cover damage resulting from or relating to the use of any kind of de-icing material. This warranty shall be void unless owner's records can be supplied which shall indicate compliance with the minimum guidelines specified in the inspection and maintenance procedures.

Repair, replacement or adjustment, at the sole discretion of the bridge manufacturer, shall be the exclusive remedy for defects under this warranty. The bridge manufacturer shall not be liable for any consequential or incidental damages for breach of any express or implied warranty on their structure.

Any claim under this warranty shall be made promptly and directly to CONTECH Engineered Solutions, LLC who shall have the option, at its sole discretion, to repair, replace or adjust any covered defect without charge to the original purchaser.

SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.
REV: 4/17

14.0 APPROVAL CHECKLIST

The following checklist will be used in the evaluation of all submittals to assure compliance with the Special Specifications for Prefabricated Bridge. This checklist is considered the minimum acceptable requirements for compliance with these specifications. Any deviations from this checklist shall be considered grounds for rejection of the submittal. Any costs associated with delays caused by the rejection of the submittal, due to non-compliance with this checklist, shall be fully borne by the contractor and bridge supplier.

SUBMITTAL DRAWINGS

Data Required to be Shown:

- □ Bridge Elevation
- □ Bridge Cross Section
- □ All Member Sizes
- □ All Vertical Truss Members are Square or Rectangular Tubing
- □ Bridge Reactions
- □ General Notes Indicating
  - □ AASHTO LRFD Conformance
  - □ Material Specifications to be Followed
  - □ Design Live Load
  - □ Design Vehicle Load (If Applicable)
  - □ Design Wind Load
  - □ Other Specified Design Loads
  - □ Welding Process
  - □ Blast Cleaning
- □ Detailed Bolted Splices (If Applicable)
- □ Bolted Splice Location (If applicable)
- □ Signature and Seal of Professional Engineer, licensed in Accordance with Section 3.0

DESIGN CALCULATIONS

Data Required to be Shown:

- □ Data Input for 3-D Analysis of Bridge
  - □ Joint Coordinates & Member Incidences
  - □ Joint and Member Loads
  - □ Member Properties
  - □ Load Combinations
- □ AASHTO LRFD Checks for Each Member Type
- □ Critical Connection Failure Mode Checks For Each Member Type
  - □ Chord Face Plastification Checks
  - □ Punching Shear Checks
  - □ Material Failure Checks (Truss Webs)
  - □ Weld Failure Checks (Effective Length)
  - □ Weld Failure Checks (Ultimate)
  - □ Local Buckling of the Main Member Face Checks
  - □ Main Member Yielding Failure Checks
  - □ Main Member Crippling Failure Checks
- □ Main Member Buckling Failure Checks
- □ Main Member Shear Failure Checks
- □ All Bolted Splice Checks (if applicable)
- □ Main Truss Deflection Checks
- □ Decking Material Checks
- □ "U-Frame" Stiffness Checks (if applicable)
- □ Interior and End Portal Design Checks (if applicable)
- □ Determination of Top Chord K Factor Based on "U-Frame" Stiffness (if applicable)
- □ Consideration of Individual Member Moments Due to Truss Deflection, Joint Fixity and Joint Eccentricity

FABRICATION SUBMITTALS

Data Required to be Shown:

- □** Written Installation Instructions
- □** Written Splicing Instructions
- □** Written Maintenance & Inspection Instructions
- □** Welder Certifications
- □** Welding Procedures
- □ Material Certifications (if applicable)
  - □ Structural Steel (if applicable)
  - □ Decking (if applicable)
  - □ Structural Bolts (if applicable)
  - □** Quality Control Section of AISC Certification Manual (if applicable)
  - □** Painter Certifications (if applicable)
  - □ Weld Testing Reports (if applicable)

** NOTE: These items are required to be submitted along with Submittal Drawings and Design Calculations. Those Fabrication Submittal Items not marked are to be submitted prior to shipment of the bridge.

Appendix A

ATTACHMENT “A”

LOCATION

VICINITY MAP



ATTACHMENT “B”

CONTRACTORS INSURANCE CERTIFICATIONS

ATTACHMENT “C”

SUBCONTRACTIN PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

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.

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: _____

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. _____

_____

_____

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of _____.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said_____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: _____.

_____

CEO of _____

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

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

_____
Signature and Seal of Notary Public

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: 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)

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. 2022-2045-2
THREE MILE CREEK : SECTION 6 NORTH PROJECT

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. 2022-2045-2
THREE MILE CREEK : SECTION 6 NORTH PROJECT

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.

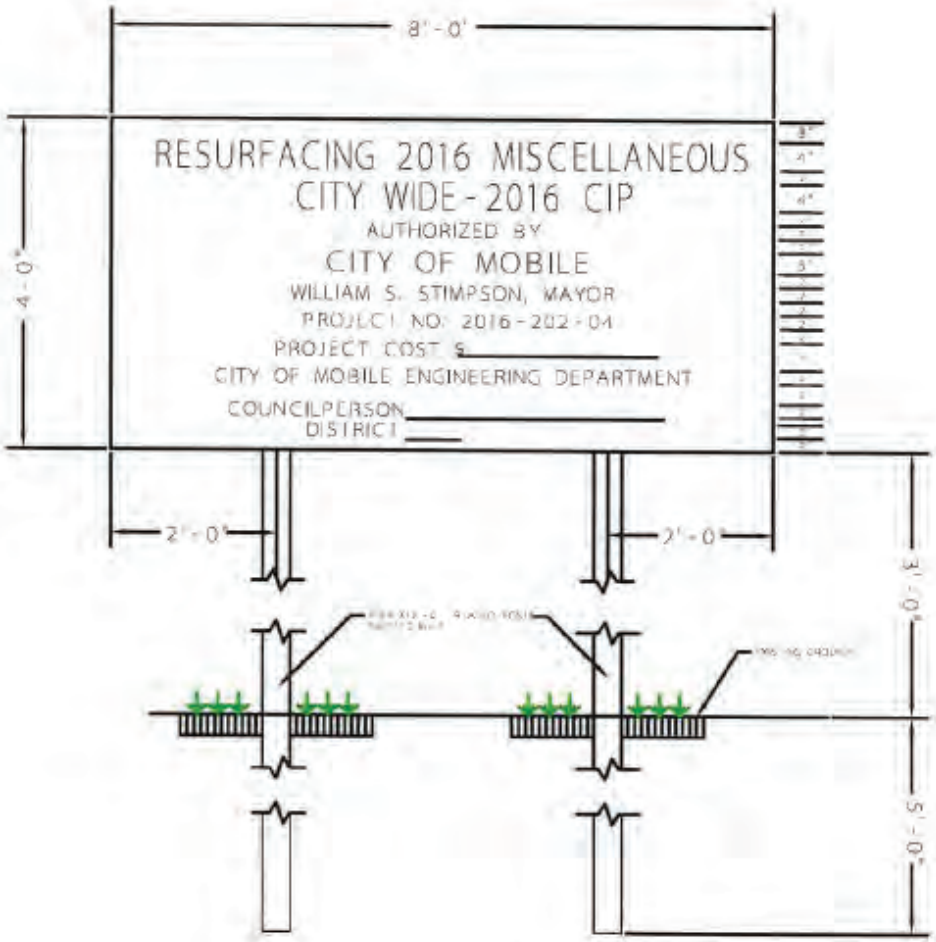
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.

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



Notes:

1. This detail is provided as an example only. Text will be project specific.
2. The following RESTORE Grant specific text must be included:

" This project was paid for [in part] with federal funding from the Department of Treasury and the Alabama Department of Conservation and Natural Resources under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf States Act of 2012 (RESTORE Act)."

PROJECT SIGN DETAIL

1) Sign shall be constructed of 3/4" exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel.
2) Sign to be placed at location directed by the Engineer.
3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site.
4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.

LETTER	REVISION	DATE

CITY OF MOBILE
ENGINEERING DEPT
CITY STANDARDS
PROJECT SIGN DETAIL
SIGN 1 OF 2
SCALE: N.T.S. DATE: NOV 20, 2013

ATTACHMENT “F”

PROJECT ADDENDUMS

ATTACHMENT “G”

RESTORE DIRECT COMPONENT (BUCKET 1) CONSTRUCTION CONTRACT ATTACHMENTS

INFORMATION FOR BIDDERS RELATED TO RESTORE ACT FUNDING:

1. MINORITY BUSINESS ENTERPRISE AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) REQUIREMENTS: Documentation of compliance with the MBE/WBE requirements is a matter of contractor responsibility. When subcontracting, the contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence; MBE/WBE requirements and required documentation are outlined in ADCNR Required Attachments Section of the Contract Documents. Failure on the part of the contractor to submit proper documentation may cause the Owner to not execute or to terminate the contract.

2. DAVIS BACON AND RELATED ACTS: The Davis-Bacon Act and Related Acts are applicable to construction activities under this Contract. The prime contractor, all sub-contractors, and all lower-tier sub-contractors must comply with the Davis-Bacon Act (40 USC. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). The Contract Work Hours and Safety Standards Act (29 CFR §5.5(b)) applies to this contract and the Copeland "Anti-Kickback" Act (40 USC. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") also applies to all work performed.

   Detailed information regarding compliance with the aforementioned labor standards is included in the ADCNR Required Attachments Section of the Contract Documents.

   See Section VIII, Special Provisions, of the Contract Documents for the applicable prevailing wage determination issued by the Department of Labor. The decision to award a contract or subcontract is conditioned upon the acceptance of this wage determination, which may be superseded by addendum.

3. DEBARMENT AND SUSPENSION: All Bidders must obtain a SAM registration a Data Universal Number System (DUNS) number that is required for any entity to bid on and get paid for federal contracts or to receive federal funds. See *(Provision (H), 2 CFR 200 Appendix II).*



Required Attachments for

RESTORE Direct Component (Bucket 1)

Construction Contracts

Non-State and State Agency – Template version 12.18.2020

The "Required Attachments for RESTORE Direct Component Construction Contracts" is not intended to represent all requirements and obligations that may be applicable to contracts resulting from this solicitation. Any contract resulting from this solicitation will be subject to the terms and conditions of the Sub-Award Agreement between the Alabama Department of Conservation and Natural Resources ("ADCNR") and the Project Owner, the terms and conditions of the Federal Award from the U. S. Department of Treasury, including any Special Award Conditions, the ADCNR Sub-Award Terms and Conditions, the RESTORE Act Financial Assistance Standard Terms and Condition and Program-Specific Terms and Conditions under the "Direct Component," as amended, the RESTORE Act, 33 USC § 1321(t) et seq., the U.S. Department of Treasury Regulations governing the RESTORE Act, 31 CFR § 34 et seq., all applicable terms and conditions in 2 CFR Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended on August 13, 2020, including Appendix II to 2 CFR Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this contract. All of these terms and conditions apply to the Subrecipient and its Contractors, as well as any covered subcontractors or vendors whose work is funded as a result of this solicitation.

Requirements applicable to any contract issued as a result of this solicitation include, but are not limited to:

- CERTIFICATIONS RELATED TO RESTORE ACT DIRECT COMPONENT FUNDING
- RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS
- ADCNR SUB-AWARD TERMS AND CONDITIONS
- APPENDIX II TO 2 CFR PART 200: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
- LABOR STANDARDS SUPPLEMENTARY CONDITIONS TO THE CONSTRUCTION CONTRACT *(Davis Bacon and Related Acts)*
- PROCUREMENT OF RECOVERED MATERIALS
- PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OF EQUIPMENT

- DOMESTIC PREFERENCES FOR PROCUREMENTS

- CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- SAMPLE LETTER FROM CONTRACTOR TO MBE/WBE FIRMS

- 41 CFR §60-1.4(b) EQUAL OPPORTUNITY CLAUSE *(for Federally Assisted Construction Contracts)*

- 41 CFR §60-4.2(d) NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

- 41 CFR §60-4.3(a) STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246)

- SUBCONTRACTOR LISTING FORM *(The Lowest Responsive and Responsible Bidder MUST submit with required MBE/WBE documentation.)*

CERTIFICATIONS RELATED TO

RESTORE ACT DIRECT COMPONENT FUNDING

By submitting a bid for this contract, bidders expressly acknowledge that:

1) This project is funded in whole or in part with grant funding from the Department of Treasury and the Alabama Department of Conservation and Natural Resources under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act);

2) Any contract resulting from this bid will be subject to the terms and conditions of said funding award, the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, the ADCNR Sub-Award Terms and Conditions, the RESTORE Act, 33 USC 1321(t), Treasury Regulations 31 CFR § 34 et seq., including 31 CFR §§ 34, Subpart D, all applicable terms and conditions in 2 CFR Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable.;

3) Any contract awarded will be subject to 31 CFR Part 19 – Governmentwide Debarment and Suspension (Nonprocurement); and,

4) Any contract awarded is subject to Treasury Title VI regulations, 31 CFR Part 22, for the implementation of Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000d, et seq.).

5) Any contract awarded will be subject to the laws and regulations of the United States and the State of Alabama.

The owner will not enter into a contract with a bidder, or the bidder's principals, if the bidder or its principals appear on the federal government's Excluded Parties List. Bidders hereby certify, by submission of a proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Bidders must verify that any subcontractor (or the subcontractor's principals) does not appear on the federal government's Excluded Parties List prior to executing a subcontract with that entity. The Excluded Parties List is accessible at http://www.sam.gov**.**

RESTORE ACT

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

RESTORE ACT

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

U.S. Department of the Treasury

December 2018

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RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

PREFACE

The grant agreement is comprised of the following documents:

1. A Notice of Award from the Department of the Treasury ("Treasury");
2. The RESTORE Act Financial Assistance Standard Terms and Conditions ("Standard Terms and Conditions");
3. The RESTORE Act Financial Assistance Program-Specific Terms and Conditions ("Program-Specific Terms and Conditions");
4. The approved application, including all documents, certifications, and assurances that are part of the approved application;
5. The approved scope of work;
6. The approved budget; and,
7. Any special terms and conditions applied by Treasury to the award ("Special Award Conditions").

The recipient must comply, and require each of its subrecipients, contractors, and subcontractors employed in the completion of the activity, project, or program to comply with all federal statutes, federal regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award ("Award"), as applicable, in addition to the certifications and assurances required at the time of application. This Award is subject to the laws and regulations of the United States.

Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, federal regulations, applicable notices published in the Federal Register, EOs, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. Special Award Conditions may amend or take precedence over Standard Terms and Conditions and Program-Specific Terms and Conditions.

Some of these Standard Terms and Conditions contain, by reference or substance, a summary of pertinent federal statutes, federal regulations published in the Federal Register (Fed. Reg.) or Code of Federal Regulations (C.F.R.), EOs, or OMB circulars. In particular, these Standard Terms and Conditions incorporate many of the provisions contained in OMB's Uniform Guidance for Grants and Cooperative Agreements (2 C.F.R. Part 200), which supersedes former OMB Circular A-102 (the former grants management common rule), OMB Circular A-133 (single audit requirements), and all former OMB circulars containing the cost principles for grants and cooperative agreements. To the extent that it is a summary, such a provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular. Unless a definition is provided here, definitions can be found in the RESTORE Act (Public Law No. 112-141 (July 6, 2012)), Treasury's RESTORE Act regulations (79 Fed. Reg. 48039 (Aug. 15, 2014) and 79 Fed. Reg. 61236 (Oct. 10, 2014), codified at 31 C.F.R. Part 34)), and/or 2 C.F.R. Part 200.

A PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards made under the Direct Component include the following Program-Specific Terms and Conditions in this Section A:

1. **Administrative Costs**

   a. Administrative costs are defined at 31 C.F.R. § 34.2.

   b. Under no circumstances may the recipient use more than three percent of the Award funds received for administrative costs. Administrative costs do not include indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414. Costs borne by subrecipients do not count toward the three percent cap.

   c. Up to 100 percent of program income may be used to pay for allowable administrative costs, subject to the three percent cap.

2. **Oil Spill Liability Trust Fund**

   The recipient must not seek any compensation for the approved program or project from the Oil Spill Liability Trust Fund. If the recipient is authorized to make subawards, the recipient must not use Direct Component funds to make subawards to fund activities for which any claim for compensation was filed and paid out by the Oil Spill Liability Trust Fund after July 6, 2012.

3. **Remedies for Noncompliance**

   a. If Treasury determines that the recipient has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in Section M of these Standard Terms and Conditions, per 31 C.F.R. § 34.804, Treasury will make no additional payments to the recipient from the Gulf Coast Restoration Trust Fund (Trust Fund), including no payments from the Trust Fund for activities, projects, or programs until the recipient has either (1) deposited an amount equal to the amount expended for the ineligible activities in the Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act.

   b. If Treasury determines the recipient has materially violated the terms of this Award, Treasury will make no additional funds available to the recipient from any part of the Trust Fund until the recipient corrects the violation.

B PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards under the Centers of Excellence Research Grants Program include the following Program-Specific Terms and Conditions in this Section B:

1. **Allowable Costs**

   In addition to the prohibitions contained in 2 C.F.R. Part 200, Subpart E (*Cost Principles*), the following costs are unallowable unless approved in writing by Treasury:

   a. Construction, including the alteration, repair, or rehabilitation of existing structures. Facilities costs are allowable as indirect costs in a federally approved negotiated indirect cost rate.

   b. Acquisition of land or interests in land.

2. **Notifications**

   a. If the selection of a Center or Centers of Excellence occurs after the start date of this Award, the recipient must promptly inform Treasury of the following:

      i. Name of the Center of Excellence and the entity selected to administer it, including the names of member organizations if the entity is a consortium;

      ii. The DUNS Number of the entity;

      iii. Location of the entity;

      iv. Discipline or disciplines assigned to the Center of Excellence;

      v. Description of the actual public input process undertaken, including a summary of any comments received and a description of how they were addressed; and

      vi. The estimated budget for the Center, including the total allocation of funded dollars for the Center.

   b. The recipient must immediately notify Treasury if it anticipates selecting a new entity or consortium to serve as a Center of Excellence, or making other changes to the initial selection of Center(s) of Excellence described in the scope of work.

3. **Performance Reports**

   In addition to the reporting requirements in Section D, the recipient must submit an annual report to the Gulf Coast Ecosystem Restoration Council ("Council"), in a form prescribed by the Council that includes information on subrecipients, subaward amounts, disciplines addressed, and any other information required by the Council. When the subrecipient is a consortium, the annual report must also identify the consortium members. The recipient must provide a copy of this report to Treasury when it submits the report to the Council.

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 and the Alabama Department of Conservation and Natural Resources under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." 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.

APPENDIX II TO 2 CFR PART 200: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 USC 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 USC. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the

Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 USC. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 USC 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 USC 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.323.

(K) See §200.216.

(L) See §200.322.

LABOR STANDARDS SUPPLEMENTARY CONDITIONS

TO THE CONSTRUCTION CONTRACT

The project or program to which the construction work covered by this Contract pertains is funded in whole or in part by the United States of America. The following Federal Labor Standards provisions are included in this contract, as required by provisions applicable to such Federal assistance. Any statute or regulation contained herein shall also include any subsequent amendment or successor statute or regulation. The terms of these Labor Standards Supplementary Conditions takes precedence over all provisions that may be inconsistent with said Labor Standards Supplementary Conditions. The following sections are included in these Labor Standards Supplementary Conditions:

SECTION A: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction *(29 CFR §5.5(a))*

SECTION B: Contract Work Hours and Safety Standards Act *(29 CFR §5.5(b))*

SECTION C: 29 CFR Part 3: CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES *(Anti-Kickback Regulations, Copeland Act)*

LISTING OF APPENDICES:

Appendix A – Davis-Bacon Poster (WH-1321)

Appendix B – U. S. Department of Labor Wage and Hour Division Payroll Reporting Form (WH-347)

Appendix C – Instructions for U. S. Department of Labor Wage and Hour

Division Payroll Form (WH-347)

Appendix D – Request for Authorization of Additional Classification and Rate

(SF-1444)

Appendix E – Labor Standards Interview Form (SF-1445)

SEE ATTACHMENT F OF THE CONTRACT DOCUMENTS FOR THE APPLICABLE WAGE DETERMINATION

SECTION A: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction

29 CFR §5.5(a) – Applies to any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds … and which is subject to the labor standards provisions of any of the acts listed in 29 CFR §5.1.

(1) ***Minimum wages.***

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the

rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination.[1] The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(*1*) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(*2*) The classification is utilized in the area by the construction industry; and

(*3*) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

[1] Additional Wage Classifications can be requested by completing a REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE (SF-1444). A sample of SF-1444 is included as Appendix D. It can also be accessed from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/forms* or its successor site.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) ***Withholding.*** ADCNR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) ***Payrolls, records, and certifications.***

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such

benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the United States Department of the Treasury if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to ADCNR. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number).

The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the United States Department of the Treasury if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to ADCNR, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(*1*) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of

Regulations, 29 CFR part 5, and that such information is correct and complete;

(*2*) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(*3*) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) ***Apprentices and trainees—***

(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training,

Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and

Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act Requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract[2].

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the United States Department of the Treasury may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination and debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act Requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.*

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

[2] The requirements of 29 CFR Part 3 can also be found in Section C of these Supplementary Conditions.

SECTION B: Contract Work Hours and Safety Standards Act
29 CFR §5.5(b) – Applies to certain federally assisted construction contracts over $100,000 subject to Davis-Bacon and Related Acts wage standards where the Federal Government is not a direct party.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* ADCNR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

SECTION C: 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Work Financed in Whole or in Part by Loans or Grants from the United States *(Anti-Kickback Regulations, Copeland Act)*

§3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

§3.2 Definitions.

As used in the regulations in this part:

(a) The terms *building* or *work* generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part.

(b) The terms *construction, prosecution, completion,* or *repair* mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms *public building* or *public work* include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term *building or work financed in whole or in part by loans or grants from the United States* includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is *employed* and receiving *wages,* regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term *any affiliated person* includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term *Federal agency* means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the

United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

§3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term *employee* shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at *http://www.dol.gov/whd/forms/index.htm* or its successor site.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

§3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a

representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

§3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A *bona fide prepayment of wages* is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under §516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

> (1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

§3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

§3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

§3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

§3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

§3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

§3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

LISTING OF APPENDICES

Appendix A – Davis-Bacon Poster (WH-1321)

The Davis-Bacon poster (WH-1321) **SHALL** be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where is can be easily seen by the workers *(29 CFR §5.5(a)(1)(i))*. The Davis-Bacon Poster (WH-1321) is included as Appendix A. It can also be accessed from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/posters* or its successor site.

Appendix B – U. S. Department of Labor Wage and Hour Division Payroll Reporting Form (WH-347)

A sample of Optional Form WH-347 is included as Appendix B. The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/forms* or its successor site.

Appendix C – Instructions for U. S. Department of Labor Wage and Hour Division Payroll Form (WH-347)

Instructions for completion of Optional Form WH-347 are included as Appendix C. Instructions can also be accessed from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/forms* or its successor site.

Appendix D – Request for Authorization of Additional Classification and Rate (SF-1444)

Additional Wage Classifications can be requested by completing a Request for Authorization of Additional Classification and Rate (Standard Form 1444). SF-1444 is included as Appendix D. It can also be accessed from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/forms* or its successor site.

Appendix E – Labor Standards Interview (SF-1445)

A sample of the Labor Standards Interview Form (SF-1445) is included as Appendix E. ADCNR will use this form to interview on-site employees at period site visits. This form can be accessed at *https://www.gsa.gov/cdnstatic/SF%201445.pdf?forceDownload=1* or its successor site.

Appendix A – Davis Bacon Poster (WH-1321)

EMPLOYEE RIGHTS
UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

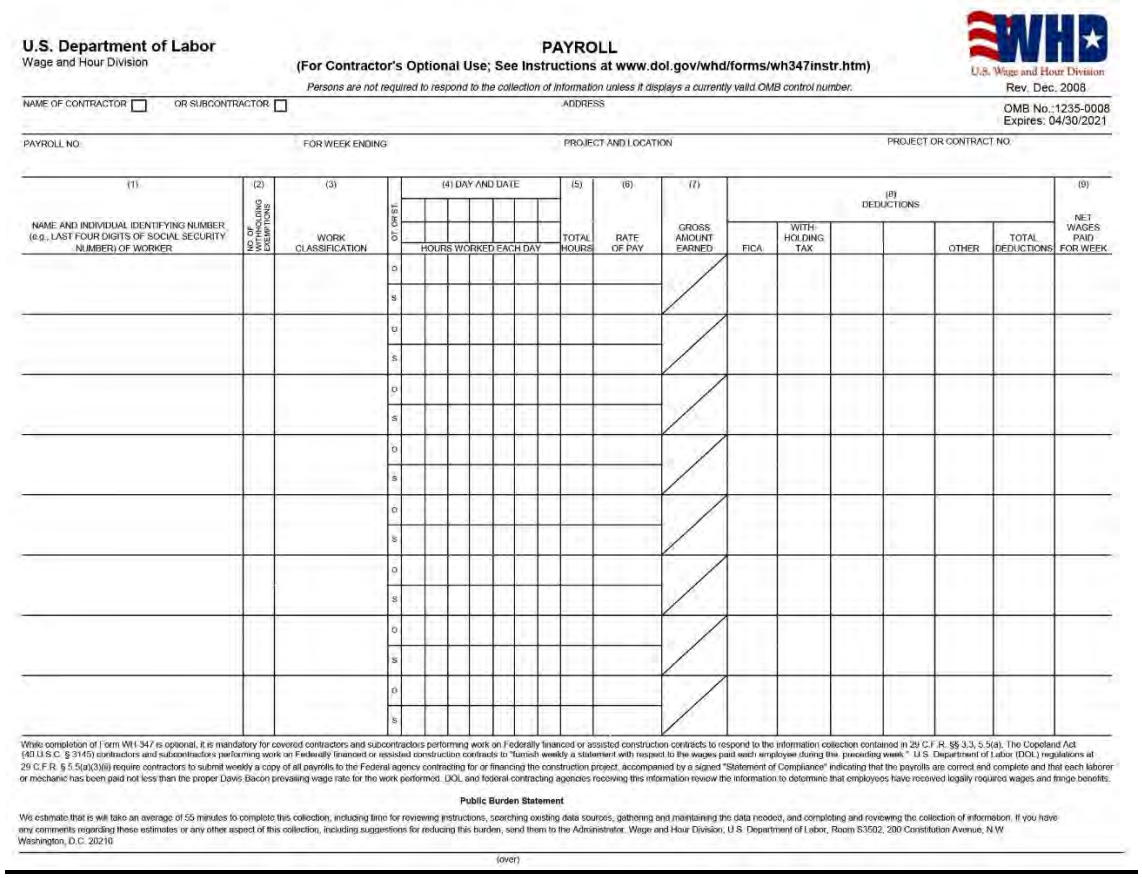
or contact the U.S. Department of Labor's Wage and Hour Division.

WHD WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

WH1321 REV 10/17

Appendix B – U. S. Department of Labor Wage and Hour Division Payroll Form (WH-347)



U.S. Department of Labor
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008
OMB No.:1235-0008
Expires: 04/30/2021

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	O/T OR ST.	(4) DAY AND DATE: HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Appendix C – Instructions for Completing Payroll Form, WH-347

General: Form WH-347has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "$12.25/.40" would reflect a

$12.25 base hourly rate plus $0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds $100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "$163.00/$420.00" would reflect the earnings of a worker who earned $163.00 on a Federally assisted construction project during a week in which $420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "*See* Deductions column in this payroll." *See* "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions: Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W.,Washington, D.C. 20210.

Appendix D – Request for Authorization of Additional Classification and Rate (SF-1444)

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE	CHECK APPROPRIATE BOX ☐ SERVICE CONTRACT ☐ CONSTRUCTION CONTRACT	**OMB Control Number: 9000-0066** **Expiration Date: 4/30/2022**

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0066. We estimate that it will take .5 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

INSTRUCTIONS: THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16, KEEP A PENDING COPY, AND SUBMIT THE REQUEST, IN QUADRUPLICATE, TO THE CONTRACTING OFFICER.

1. **TO:** ADMINISTRATOR, WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, DC 20210	2. **FROM:** *(REPORTING OFFICE)*

3. CONTRACTOR	4. DATE OF REQUEST

5. CONTRACT NUMBER	6. DATE BID OPENED *(SEALED BIDDING)*	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED	9. DATE OPTION EXERCISED (If *APPLICABLE) (SERVICE CONTRACT ONLY)*

10. SUBCONTRACTOR *(IF ANY)*

11. PROJECT AND DESCRIPTION OF WORK *(ATTACH ADDITIONAL SHEET IF NEEDED)*

12. LOCATION (*CITY, COUNTY, AND STATE)*

13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION

NUMBER: _____ DATED: _____

a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS *(Service contracts only)* *(Use reverse or attach additional sheets, if necessary)*	b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS

14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE *(IF ANY)*	15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE	
16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE	TITLE	CHECK APPROPRIATE BOX-REFERENCING BLOCK 13. ☐ **AGREE** ☐ **DISAGREE**

TO BE COMPLETED BY CONTRACTING OFFICER *(CHECK AS APPROPRIATE - SEE FAR 22.1019 (SERVICE CONTRACT LABOR STANDARDS) OR FAR 22.406-3 (CONSTRUCTION WAGE RATE REQUIREMENTS))*

☐ THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

☐ THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

(Send 3 copies to the Department of Labor)

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE	TITLE AND COMMERCIAL TELEPHONE NUMBER	DATE SUBMITTED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS USABLE

STANDARD FORM 1444 (REV. 4/2013)
Prescribed by GSA-FAR (48 CFR) 53.222(f)

Appendix E – Labor Standards Interview Form (SF-1445)

LABOR STANDARDS INTERVIEW

CONTRACT NUMBER	EMPLOYEE INFORMATION		
	LAST NAME	FIRST NAME	MI
NAME OF PRIME CONTRACTOR			
	STREET ADDRESS		
NAME OF EMPLOYER			
	CITY	STATE	ZIP CODE
SUPERVISOR'S NAME			
LAST NAME / FIRST NAME / MI	WORK CLASSIFICATION	WAGE RATE	

ACTION	CHECK BELOW YES	NO
Do you work over 8 hours per day?		
Do you work over 40 hours per week?		
Are you paid at least time and a half for overtime hours?		
Are you receiving any cash payments for fringe benefits required by the posted wage determination decision?		

WHAT DEDUCTIONS OTHER THAN TAXES AND SOCIAL SECURITY ARE MADE FROM YOUR PAY?

	TOOLS YOU USE	
HOW MANY HOURS DID YOU WORK ON YOUR LAST WORK DAY BEFORE THIS INTERVIEW?		
DATE OF LAST WORK DAY BEFORE INTERVIEW *(YYMMDD)*		
DATE YOU BEGAN WORK ON THIS PROJECT *(YYMMDD)*		

THE ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE

EMPLOYEE'S SIGNATURE	DATE *(YYMMDD)*

INTERVIEWER	SIGNATURE	TYPED OR PRINTED NAME	DATE *(YYMMDD)*

INTERVIEWER'S COMMENTS

WORK EMPLOYEE WAS DOING WHEN INTERVIEWED	ACTION *(If explanation is needed, use comments section)*	YES	NO
	IS EMPLOYEE PROPERLY CLASSIFIED AND PAID?		
	ARE WAGE RATES AND POSTERS DISPLAYED?		

FOR USE BY PAYROLL CHECKER

IS ABOVE INFORMATION IN AGREEMENT WITH PAYROLL DATA?

☐ YES ☐ NO

COMMENTS

CHECKER

LAST NAME	FIRST NAME	MI	JOB TITLE

SIGNATURE	DATE *(YYMMDD)*

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

STANDARD FORM 1445 (REV. 12-96)
Prescribed by GSA - FAR (48 CFR) 53.222(g)

PROCUREMENT OF RECOVERED MATERIALS

The prime contractor must comply with federal regulations regarding procurement of recovered materials found at 2 CFR §200.323.

2 CFR §200.323 requires the Project Owner and its contractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

40 CFR §247.12 designates the following Construction Products:

(a) Building insulation products, including the following items:

> (1) Loose-fill insulation, including but not limited to cellulose fiber, mineral fibers (fiberglass and rock wool), vermiculite, and perlite;
>
> (2) Blanket and batt insulation, including but not limited to mineral fibers (fiberglass and rock wool);
>
> (3) Board (sheathing, roof decking, wall panel) insulation, including but not limited to structural fiberboard and laminated paperboard products, perlite composite board, polyurethane, polyisocyanurate, polystyrene, phenolics, and composites; and
>
> (4) Spray-in-place insulation, including but not limited to foam-in-place polyurethane and polyisocyanurate, and spray-on cellulose.

(b) Structural fiberboard and laminated paperboard products for applications other than building insulation, including building board, sheathing, shingle backer, sound deadening board, roof insulating board, insulating wallboard, acoustical and non-acoustical ceiling tile, acoustical and non-acoustical lay-in panels, floor underlayments, and roof overlay (coverboard).

(c) Cement and concrete, including concrete products such as pipe and block containing:

> (1) Coal fly ash;
>
> (2) Ground granulated blast furnace slag (GGBF);
>
> (3) Cenospheres; or

(4) Silica fume from silicon and ferrosilicon metal production.

(d) Carpet made from polyester fiber made from recovered materials for use in moderate-wear applications such as single-family housing and similar wear applications.

(e) Floor tiles and patio blocks containing recovered rubber or plastic.

(f) Shower and restroom dividers/partitions containing recovered plastic or steel.

(g) (1) Consolidated latex paint used for covering graffiti; and

(2) Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceilings, and trim; gutter boards; and concrete, stucco, masonry, wood, and metal surfaces.

(h) Carpet cushion made from bonded polyurethane, jute, synthetic fibers, or rubber containing recovered materials.

(i) Flowable fill containing coal fly ash and/or ferrous foundry sands.

(j) Railroad grade crossing surfaces made from cement and concrete containing fly ash, recovered rubber, recovered steel, recovered wood, or recovered plastic.

(k) Modular threshold ramps containing recovered steel, rubber, or aluminum.

(l) Nonpressure pipe containing recovered steel, plastic, or cement.

(m) Roofing materials containing recovered steel, aluminum, fiber, rubber, plastic or plastic composites, or cement.

Section 1.05 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OF EQUIPMENT

The prime contractor must comply with federal regulations regarding prohibition on certain telecommunications and video surveillance services or equipment found at 2 CFR §200.216, which states:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

Section 1.06 DOMESTIC PREFERENCES FOR PROCUREMENTS

The prime contractor must comply with federal regulations regarding domestic preferences for procurements found at 2 CFR §200.322, which states:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

> (1) ‘‘Produced in the United States’’ means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
>
> (2) ‘‘Manufactured products’’ means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Documentation of compliance with the following requirements is a matter of contractor responsibility. When subcontracting, the contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence. (MBE/WBE requirements are outlined below and can be found at 2. C. F. R. §200.321.) Failure on the part of the contractor to submit proper documentation may cause the Owner not to execute or to terminate the contract.

(a) The prime contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The prime contractor should note that this requirement mandates two responsibilities. Separate solicitations must be made of minority **and** women's business enterprises.

SUBMITTAL OF MINORITY BUSINESS ENTERPRISE AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) DOCUMENTATION

Before the Notice of Award can be issued, the lowest responsive and responsible bidder will be required to submit either:

- A written certification that no subcontracts will be issued.

  - OR -

- The Subcontractor Listing Form detailing all subcontractors that will perform work on the project, including name, contact person, address, phone, and status (MBE, WBE or Non).

If subcontractors will be utilized, the lowest responsive and responsible bidder will be required to submit the following for subcontracts proposed to be awarded to MBE/WBE enterprises:

- A certification from each MBE and/or WBE firm declaring its status as a MBE or WBE firm. This can be an SBA, Alabama Department of Transportation, ADECA and the Governor's Office of Minority Affairs certification. A self-certification is acceptable, if the certification specifies the basis for MBE/WBE designation (e.g., the business is 51% owned and daily operation is controlled by one or more women or minority owners).

If subcontractors will be utilized, the lowest responsive and responsible bidder will be required to submit the following for subcontracts proposed to be awarded to Non-MBE/WBE:

- For all subcontracts for which there are capable certified MBE/WBE firms existing to potentially perform the work, letters transmitted to MBE and WBE firms requesting quotes or proposals for specific subcontracting opportunities, for construction, equipment, materials, or supply needs and encouraging inquiries for further details. Solicitations should have been sent in a timely manner, including allowed response time. (See "Sample Letter from Contractor to MBE/WBE Firms" below.)

- A listing of certified MBE and WBE firms from whom quotes or proposals were received, if any, who were not awarded subcontracts, for construction, equipment, materials or supplies.

- Evidence that each Non-MBE/WBE subcontractor or supplier selected for the scope of work or material purchase, was lower in price than each MBE/WBE proposal (or that there is some other acceptable reason to select the Non-MBE/WBE) and that the scope of work, or material purchase, was the same for both the MBE/WBE and Non-MBE/WBE.

Bidders may utilize the following resources to assist in MBE/WBE affirmative outreach:

1. **ADECA: https://adeca.alabama.gov/ombe/**
2. **ALDOT: https://cpmsapps2.dot.state.al.us/alucp/home**
3. **Governor's Office of Minority Affairs: https://goma.alabama.gov/mwbe/**

Should the Prime Contractor intend to later issue a subcontract, the above affirmative steps must be followed and documentation of such submitted to the Owner for review as described under this section.

SAMPLE LETTER FROM CONTRACTOR TO MBE/WBE FIRMS

(CONTRACTOR'S LETTERHEAD)

[DATE]

[MBE/WBE COMPANY NAME]

[ADDRESS]

[CITY, STATE ZIP]

RE: [NAME OF PROJECT]

Dear [MBE/WBE FIRM]:

This company intends to submit a bid on the above referenced project.

We are soliciting a proposal from you for any item or items on this project for which you are qualified to subcontract. You may submit proposals to subcontract items of construction or for project materials and supplies if you are a distributor of materials or equipment.

A [BID SCHEDULE OR DESCRIPTION OF THE SPECIFIC ITEM TO BID] is attached for your review. You are encouraged to submit proposals on any item(s) for which you are qualified to subcontract. Proposals must be submitted by [SUBMITTAL DEADLINE] to be considered.

For further details, you are encouraged to contact [NAME OF OWNER REPRESENTATIVE] by email at [EMAIL ADDRESS] or by telephone at [TELEPHONE NUMBER] during normal business hours.

Sincerely,

[NAME OF REPRESENTATIVE]

[NAME OF COMPANY]

Enclosure: [BID SCHEDULE OR DESCRIPTION OF THE SPECIFIC ITEM TO BID]

41 CFR §60-1.4(b) EQUAL OPPORTUNITY CLAUSE

(for Federally Assisted Construction Contracts)

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.

41 CFR §60-4.2(d) NOTICE OF REQUIREMENT FOR AFFIMRATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time-tables	**Covered Area** (Geographical area where the contract is to be performed)	**Goals for minority participation for each trade**	**Goals for female participation in each trade**
Until Further Notice	Baldwin County, AL	25.9 %	6.9% for all Covered Areas
	Mobile County, AL	25.9 %	

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the Alabama County within the Gulf Coast Region where the contract will be performed.

41 CFR §60-4.3(a) STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246)

1. As used in these specifications:

a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;

b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. “Employer identification number” means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. “Minority” includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral

and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the

Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

SUBCONTRACTOR LISTING FORM *(v.10.22.2020)*

The prime contractor must submit this form to the Owner prior to contract execution and must update it for each subcontractor performing any work resulting from this contract. If additional lines are needed, this form may be duplicated.

Subcontractor Name and Contact Person	Subcontractor Address and Phone Number	Subcontractor DUNS	MBE (Y/N)	WBE (Y/N)	On Site during this period (Y/N)

COMPLETED BY: _____ **DATE:** _____

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Change Order, by and between the City of Mobile and McElhenney Construction Company, LLC as outlined in the Change Order Number One (1), attached hereto and made a part hereof as though set forth in full, to increase their contract dated June 8, 2021 in total contract sum from $1,405,086.40 to $1,904,166.00. A copy of said Change Order and Justification is on file in the office of the City Clerk.

Name of Company:	McElhenney Construction Company, LLC
Project Name:	Three Mile Creek: Section 6 North
Project Number:	No. 2022-2045-02
Amount:	$1,904,166.00

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Submitted by:

Jennifer Greene, Director of Programs and Project Management

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Attached is a Change Order between the City of Mobile and WSP USA Environment & Infrastructure, Inc. that increases the contract sum by $25,170.00. This agreement covers the design of the City of Mobile's Storm Water Manual, Volume 1: Low Impact Design. The additional funds will cover time for additional coordination that is necessary in order to finalize the manual, and to prepare the final version of the manual. These funds will be reallocated within the grant tasks and will require no additional funding. This movement between tasks has been approved by ADCNR, per our procedure.

This contract is funded through the subaward agreement for Grant Number SIP15-MASM between the ADCNR and the City of Mobile for the Mobile Area Storm Water Mapping & Resiliency Panning, which was adopted by City Council on July 7, 2020. These federal funds originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). The Storm Water Manual: Low Impact Design will be followed by additional chapters highlighting different storm water resources for the City of Mobile.

Amount of Contract:

$284,976.85

Effective Date of Contract:

6/8/2021

Funding Source

Project # Mobile Area Stormwater Mapping And Resiliency 2020-2045-07

Discretionary Funds N/A

Project String G-STORMWTR

Contract Number:294455

Budget Amendment **REDUCE** N/A **INCREASE** $25,170.00
Grant Funds $25,170.00 **Matching Funds** $0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
change order resolution	Cover Memo	8/31/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	8/31/2023 - 12:48 PM
Accounting	Threadgill, Randy	Approved	8/31/2023 - 2:43 PM
Legal	Kern, Chris	Approved	8/31/2023 - 3:12 PM
Legal	Kern, Chris	Approved	8/31/2023 - 3:13 PM
Mayors Office	Barber, James	Approved	8/31/2023 - 3:13 PM

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Change Order, by and between the City of Mobile and WSP USA Environment & Infrastructure, Inc. as outlined in the Change Order Number Two (2), attached hereto and made a part hereof as though set forth in full, to increase their contract dated June 8, 2021 in total contract sum from $284,976.85 to $310,149.85. A copy of said Change Order and Justification is on file in the office of the City Clerk.

Name of Company:	WSP USA Environment & Infrastructure, Inc.
Project Name:	Mobile Area Storm Water Mapping and Resiliency Planning
Project Number:	No. 2020-2045-07
Amount:	$310,149.85

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Submitted by:

Jennifer White, Traffic Engineering

Sponsored by:

Councilmember William Carroll and Mayor William S. Stimpson

Purpose and Scope of Project:

Design services for traffic signal upgrades for the intersection of Royal Street and Government Street

Amount of Contract:

$30,000.00

Effective Date of Contract:

9/12/2023

Funding Source

Project # Government Street and Royal Street Traffic Signal Improvements 2022-2060-02	**Discretionary Funds**
Project String 2000 20002000 48040	**Contract Number:**4601
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	8/28/2023
Contract	Exhibit	8/28/2023
Capital Summary Sheet	Backup Material	8/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Traffic Engineering	White, Jennifer	Approved	8/28/2023 - 11:39 AM

Capital	Rhodes, Brenda	Approved	8/28/2023 - 1:41 PM
Legal	Kern, Chris	Approved	8/30/2023 - 11:26 AM
Mayors Office	Barber, James	Approved	8/31/2023 - 12:28 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, 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:	Sain Associates, Inc
City of Mobile Project Name:	Government Street and Royal Street Traffic Signal Improvements
Capital Project No.:	CO624
Contract Amount:	$30,000.00

Adopted:

_____

City Clerk

GOVERNMENT STREET AND ROYAL STREET
TRAFFIC SIGNAL IMPROVEMENTS

PROJECT NO. 2022-2060-02

ENGINEER:
Sain Associates, Inc.

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____day of _____, 2023, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **Sain Associates, Inc.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

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

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

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

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **Sain Associates, Inc.**

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

NOTICE TO PROCEED - A written notice to proceed issued by the TRAFFIC ENGINEER as set out in Section III.

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

PROJECT – District 6 Traffic Signal Improvements, City of Mobile Project No. 2022-2060-02. This is for engineering design of traffic signal improvements at the intersection of Government Street and Royal Street. **The professional engineering design services includes the design and preparation of traffic signal plans as directed by the TRAFFIC ENGINEER.**

PROJECT ENGNEER – A registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER.**

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

TRAFFIC ENGINEER - That person designated by the CITY as TRAFFIC ENGINEER or his appointed assistant.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

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

B. The ENGINEER will prepare a standalone plan assembly suitable for permitting and constructions of modifications to the existing traffic signal at the intersection of Government Street and Royal Street. The design plan will conform to the policy and standards of the City of Mobile. Design criteria for the traffic signal modification will be established by the CITY prior to starting plan development.

C. Through a subconsultant, the ENGINEER will conduct a survey of the subject property. The survey shall locate the above ground features, including roadway features, utilities, signal poles, and signal equipment. The survey will be used as a base file for the signal design. The CITY can provide additional data upon request to supplement the survey data collected. Supplemental data can include GIS layers or as-built files for utility projects completed in the project area.

D. The ENGINEER will conduct a site visit to inventory existing conditions and note any defiencies that would affect the signal modifications. The ENGINEER will then prepare a standalone plan assembly suitable to permitting and construction of modifications to the existing traffic signal. The design plans will conform to ALDOT and City standards. The ENGINEER will retain an existing coordination timings. If feasible, the ENGINEER will provide fiber connection details from the signal cabinet to nearby City fiber. The design layout sheet along with any other necessary sheets with supporting information (e.g. summary of quantities and cost estimate) will be provided to the CITY electronically for preparation of construction documents.

E. The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER’s intermediate payments. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

F. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY’s tender of payment of fees. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided electronic files for information and reference in connection with the use and occupancy of the PROJECT by the CITY

for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.

G. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic files in a format compatible with software presently in use by the CITY. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement.

B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this

CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made ***only*** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit A. Invoices may be submitted monthly. 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 TRAFFIC ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit A and as authorized by the CITY as follows:

It is mutually agreed that compensation to the ENGINEER will be as follows:

a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform engineering services in accordance with the schedule and appropriate portion of scope of work of this CONTRACT. Payment for work performed shall be based on hourly rates in Exhibit A and shall not exceed $30,000.00 (Thirty Thousand Dollars and Zero Cents).

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

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in Exhibit A.

2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse

the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION
Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed $30,000.00 (Thirty Thousand Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

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

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

B. INSURANCE – For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

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

2. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

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

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

3. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

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

2. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

5. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

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

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

X. ANTI-DISCRIMINATION CLAUSE

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

XI. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By:_____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print:_____

Sain Associates, Inc.

By:_____

Print: James A. Meads

Its: President/CEO

Address:2 Perimeter Park South, Suite 500E
Birmingham, AL 35243

Telephone: 205-940-6420

STATE OF ALABAMA
CITY OF MOBILE

I, Vann Rutledge, a Notary Public in and for said State and County, hereby certify that James Meads, whose name as President/CEO of Sain Associates, 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 28th day of August, 2023.

VANN W. RUTLEDGE
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 19, 2025

_____
NOTARY PUBLIC

My Commission Expires: 11/19/25

EXHIBIT A:

ENGINEER'S SUMMARY OF HOURLY RATES

Rates:

Principal	$210.00 - $300.00 per Hour
Engineer/Planner	$105.00 - $160.00 per Hour
Senior Engineer	$165.00 - $230.00 per Hour
GIS Professional	$130.00 - $150.00 per Hour
Designer	$95.00 - $140.00 per Hour
Administrative Support	$65.00 - $98.00 per Hour

EXHIBIT B:

INSURANCE CERTIFICATIONS

SAINASS-01 PATRAFOUR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Prewitt Group 2146 Highland Avenue South Birmingham, AL 35205	CONTACT NAME: Amy Price PHONE (A/C, No, Ext): (205) 397-5105 FAX (A/C, No): (205) 397-5155 E-MAIL ADDRESS: aprice@prewitt.group
INSURED Sain Associates, Inc. 2 Perimeter Park South Birmingham, AL 35243	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Indemnity Company Of Connecticut — 25682 INSURER B : The Phoenix Insurance Company — 25623 INSURER C : Property & Casualty Ins. Co. of Hartford — 34690 INSURER D : Beazley Insurance Company, Inc — 37540 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		6804H9536752247	8/1/2023	8/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG **DRONE LIABILITY**	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			BA7P721448	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP3430T504	8/1/2023	8/1/2024	EACH OCCURRENCE AGGREGATE **Aggregate**	$ 5,000,000 $ $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		21WECAE8UYB	1/1/2023	1/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liabili			C358A2230101	8/13/2023	8/13/2024	Each claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project #230103.

Leased and rented equipment limit of $45,000 included in BOP- Policy# 6804H9536752247 listed above.

City of Mobile is named Additional Insured in regard to General Liability when required by written contract, per policy terms and conditions.

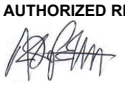
CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile, AL 36602-0001

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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EXHIBIT C:

E-VERIFY AFFIDAVIT, DBE UTILIZATION REPORT AND SUBCONTRACTING AND MAJOR SUPPLIER PLAN

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared James A. Meads (affiant) who, being duly sworn says as follows:

President/CEO of Sain Associates.

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/CEO for Sain Associates 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 Sain Associates is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 479814.

James A. Meads

CEO of Sain Associates

Sworn to and subscribed before me this the 22nd day of August, 20___.

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

VANN W. RUTLEDGE
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 19, 2025

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, 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	
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: _____

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_____ 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. _____

_____

_____

CONTRACT #

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: Government Street and Royal Street Traffic Signal Improvements

PROJECT # C0624 **DATE OF RECEIPT** August 23, 2023

PROJECT DESCRIPTION Design services for modification of the existing signal.

CONTRACT AMOUNT $30,000.00

VENDOR NAME Sain Associate, Inc.

VENDOR NUMBER 295020

DEPT # 2060 **DEPT NAME** Traffic Engineering

CONTRACT ADMINISTRATOR Jennifer White

Please Select by circling one (Type):

Architectural (Engineering) Testing Professional Services

Construction (Unit Price)* Construction** Non Contractual Performance

RETAINAGE INFORMATION N/A

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: Jennifer White **Date August 23, 2023**

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Submitted by:
Ricardo Woods

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
To outline the understanding of the transition of services within the newly annexed areas on the subject of road and bridge maintenance, permitting and animal control

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	9/7/2023
Memo of Understanding	Backup Material	9/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	9/7/2023 - 2:56 PM
Mayors Office	Montgomery, Brandi	Approved	9/7/2023 - 2:52 PM
Legal	Kern, Chris	Approved	9/7/2023 - 2:57 PM

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Memorandum of Understanding by and between the City of Mobile and Mobile County for the transition of services within the areas that have recently annexed into the City on the subjects of road and bridge maintenance, permitting, and animal control. A copy of said Memorandum of Understanding is on file in the office of the City Clerk.

Adopted:

_____
CITY CLERK

MEMORANDUM OF UNDERSTANDING BETWEEN
MOBILE COUNTY, ALABAMA, AND THE CITY OF MOBILE, ALABAMA,
ANNEXATION OF THE COTTAGE HILL CORRIDOR,
KINGS BRANCH AND ORCHARD ESTATES

This Agreement is made and entered into this _____ day of _____, 2023, by and between Mobile County, a body corporate, politic and a political subdivision of the State of Alabama, by and through the Mobile County Commission (the County), and the City of Mobile, Alabama, acting by and through its governing body, the Mobile City Council (the City), (also hereafter referred to individually as the "Party" and collectively the "Parties"),

W I T N E S S E T H:

WHEREAS, on May 9, 2023, the Mobile City Council approved Resolutions to provide residents of certain areas of the County an opportunity to annex and become residents of the City, and thereafter, on July 18, 2023, residents of certain of these areas cast ballots on the issue and voted in favor of annexation such that areas known as the Cottage Hill Corridor, Kings Branch and Orchard Estates (hereinafter "Annexed Areas") would become part of the City of Mobile, and whereby the election was certified on July 25, 2023; and,

WHEREAS, the Parties desire to provide the Annexed Areas with the most efficient and effective transition from County residency to City residency with regard to essential public services; and,

WHEREAS, it is necessary to temporarily share certain responsibilities as to these public services; and,

WHEREAS, the Parties find that the performance of this Memorandum of Understanding is in the best interests of all Parties, that the undertaking will benefit the public, and that the temporary division of responsibility for these public services is equitable.

NOW, THEREFORE, the County and the City agree as follows:

SECTION 1

Prior to the certification of the annexation vote, the County was responsible for the maintenance of the Annexed Areas' roadways, bridges, rights of way, easements, commercial and residential permitting, subdivision plan application approval, commercial site planning and animal control. The Parties agree that an immediate transition of these duties and responsibilities is not feasible and thus, further agree the County will continue to assist the City in the Annexed areas until October 2, 2023, as outlined herein.

SECTION 2

The County and the City agree to transition maintenance of roadways, bridges, rights of way and easements as follows:

The County will provide basic, routine, general maintenance on the roadways, bridges, rights of way and easements within the Annexed Areas until October 2, 2023, when the City takes exclusive control. Basic, routine and general maintenance includes minor, surface road repair, the mowing of rights of way and easements, and traffic light and signage repair, temporary repairs of potholes, responding to citizen complaints for immediate temporary repairs and the like. Basic, routine and general maintenance does not include road or bridge inspections, road or bridge work necessitating the closure of roadways or bridges, repair to any of the Annexed Areas' utility lines, any work requiring bidding proposals, and also grade, base and pave work or any other utility work. ,

As of July 25, 2023, the County will continue with pending Pay-As-You-Go projects within the Annexed Areas up until the time for bidding the project. If the County estimate for such projects is greater than the Pay-As-You-Go allotted funds, the County will not proceed to the bid the project unless the City agrees to provide funds for the overage. The County will not develop new Pay-As-You-Go projects for the Annexed Areas as the City has exclusive control of the management of all new projects.

As of July 25, 2023, the County will not provide roadway, bridge, right of way or easement repair/replacement in the event of a named storm event affecting the Annexed Areas. If there is significant roadway or bridge damage, the County agrees to assist the City upon request; however, any costs of temporary repairs will be reimbursed to the County and the County will not provide permanent repairs. The County will also assist the City to close roads and/or bridges in emergencies, as needed and upon request.

In the event of a named storm or unanticipated event, the City will provide debris removal within the Annexed Areas.

The County and the City agree that exigent circumstances may arise that will require additional agreements.

SECTION 3

The County and the City agree to transition permitting as follows:

With the City's prior written consent, determined on a case-by-case basis, the County will continue to issue buildout permits to tenant spaces, which were completed within the 12 months prior to July 25, 2023. The City assumes all other buildout permits to tenant spaces as of July 25, 2023.

Determined on a case-by-case basis, the County will continue to complete permitting and inspections through project completion and/or issuance of a Certificate of Occupancy on any projects for which a building permit had been issued by the County on or before July 25, 2023. Any such building permit issued by the County prior to July 25, 2023, will become invalid and void if the construction or work authorized by the permit

has not commenced prior to March 31, 2024, or if the construction or work authorized by the permit has been suspended or abandoned for a period of six (6) months after the work was commenced.

The County will continue to accept driveway and utility permit applications until October 2, 2023.

The County will consider, on a case-by-case basis, continuing to facilitate a project that can demonstrate substantial construction completion prior to July 25, 2023, or where building permits had been issued by the County on or before July 25, 2023, with the City's prior, written consent.

SECTION 4

The County and the City agree to transition animal control issues as follows:

As of July 25, 2023, the County will no longer pick up animals within the Annexed Areas if there is no available space in the Mobile County Animal Shelter. However, the County will diligently work with the City to provide transportation and boarding to animals within the Annexed Areas, when possible, upon the City's execution of this Memorandum of Understanding, establishing the City will reimburse the County for transportation and boarding fees for the animals in the Annexed Areas.

SECTION 5

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

No Third-Party Beneficiary Status Conferred, Created, or Intended. This Agreement, and the undertakings set forth herein, is not intended, and shall not have the effect of, conferring or creating any right or benefit on any person or entity not a party to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in triplicate, each of which shall be considered an original.

ATTEST: MOBILE COUNTY COMMISSION

_____ _____

Glenn L. Hodge, County Administrator Randall Dueitt, President

APPROVED AS TO FORM:

_____
Jay M. Ross, County Attorney

CITY OF MOBILE, ALABAMA

BY: _____
William S. Stimpson, Mayor

ATTEST:

_____
Lisa C. Lambert, City Clerk

APPROVED AS TO FORM:

_____
Ricardo Woods, City Attorney

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Submitted by:

Casi Callaway, Chief Resilience Officer

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to The Recycling Partnership Foundation in the amount of $118,000.00 for their Residential Drop-Off Recycling Grant Program. There is no match requirement.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds $118,000.00 **Matching Funds** 0

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	9/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Threadgill, Randy	Approved	9/7/2023 - 2:03 PM
Legal	Kern, Chris	Approved	9/7/2023 - 2:30 PM
Legal	Kern, Chris	Approved	9/7/2023 - 2:30 PM
Mayors Office	Montgomery, Brandi	Approved	9/7/2023 - 2:53 PM

31-1001 2023

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 apply, accept and receive a grant from the Recycling Partnership for grant assistance in the amount of $217,000.00 in support of expanded recycling in the City of Mobile. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the Recycling Partnership. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

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
packet	Cover Memo	9/7/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/7/2023 - 11:23 AM

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

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

Type of application:	Retail Common Carrier License
Submitted by:	Carnival License Holdings Limited
Location:	Carnival Spirit 201 South Water Street Mobile, AL 36602

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
September 1, 2023	NEW APPLICATION	2023 - 5599	126539	September 12, 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)

170 - RETAIL COMMON CARRIER

Legal Business Name

CARNIVAL LICENSE HOLDINGS LIMITED

Trade Name (DBA)

CARNIVAL SPIRIT

Location Address

201 SOUTH WATER STREET MOBILE AL 36602

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
September 1, 2023	NEW APPLICATION	2023 - 5599	126539	September 12, 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:

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170 - RETAIL COMMON CARRIER

Legal Business Name

CARNIVAL LICENSE HOLDINGS LIMITED

Trade Name (DBA)

CARNIVAL SPIRIT

Location Address

201 SOUTH WATER STREET MOBILE AL 36602

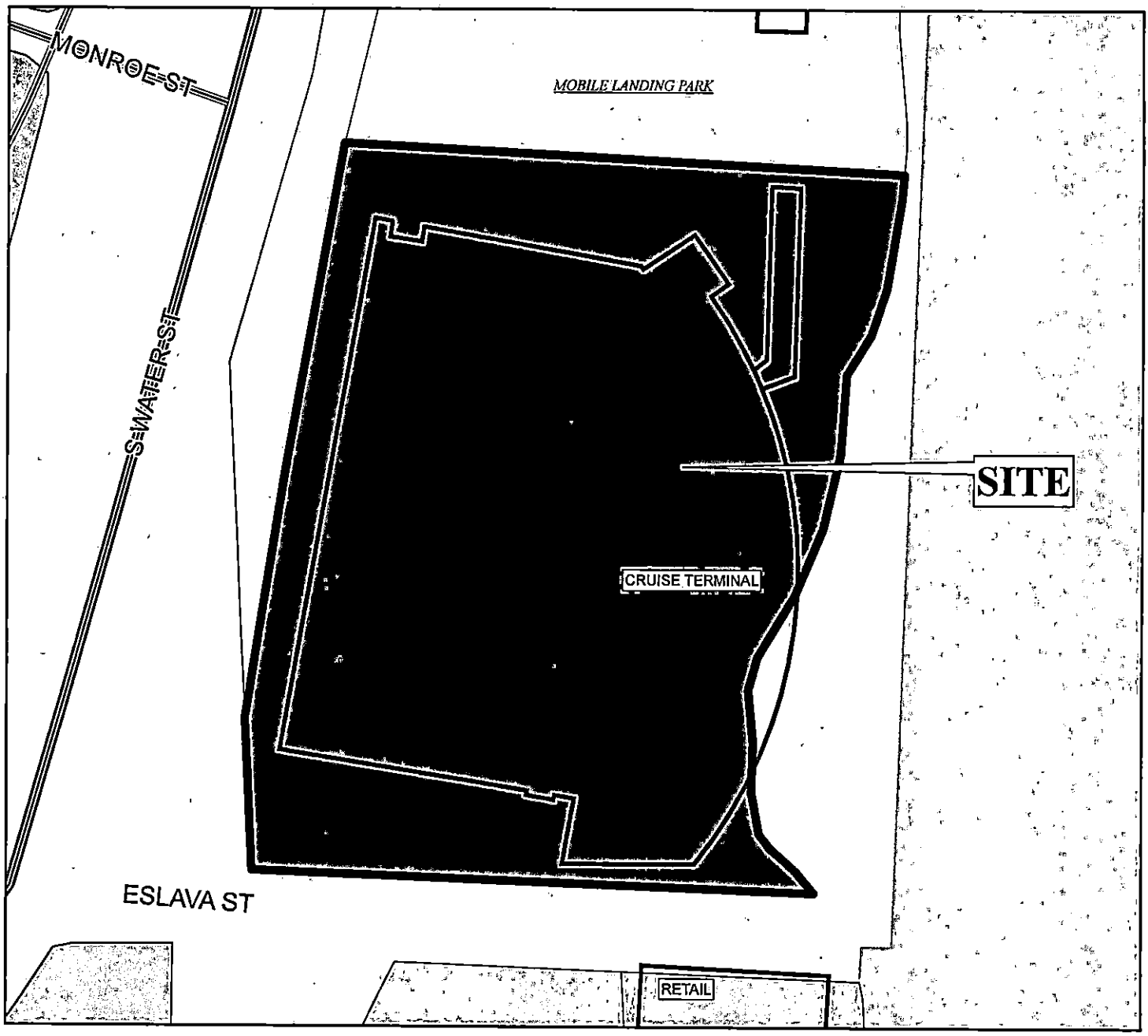
Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5599 DATE 9/12/2023

APPLICANT CARNIVAL LICENSE HOLDINGS LIMITED

LOCATION 201 S WATER ST

REQUEST ALCOHOLIC BEVERAGE LICENSE

N
W E
S

NTS

LANDUSE SURVEY CONDUCTED 2010

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

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
September 1, 2023	NEW APPLICATION	2023 - 5599	126539	September 12, 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)

170 - RETAIL COMMON CARRIER

Legal Business Name

CARNIVAL LICENSE HOLDINGS LIMITED

Trade Name (DBA)

CARNIVAL SPIRIT

Location Address

201 SOUTH WATER STREET MOBILE AL 36602

Business Contact Person Information			
Name	Title	Phone	Email
LAUREN VOKE	ESQUIRE	(305) 420-3943	LAUREN.VOKE@GRAY-ROBINSON.C(

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

What is/was the start date of this business? **06.27.2018**

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
August 30, 2023	NEW APPLICATION	2023 - 5599	126539	September 12, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
170 - RETAIL COMMON CARRIER	

Business Information

Legal Business Name	Trade Name (DBA)
CARNIVAL LICENSE HOLDINGS LIMITED	CARNIVAL SPIRIT

Business Structure Type	Incorporation Date	Entity ID	State	County
CORP - CORPORATION	11.19.2015	001-056-901		

Federal Tax ID (FEIN)	AL State Tax ID
98-1277048	R011838442

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
201 SOUTH WATER STREET	MOBILE	AL	36602

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
333 SE 2ND AVENUE STE 3200	MIAMI	FL	33131

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
PASSENGER CRUISE SHIP	N/A

Business Contact Person Information

Name	Title	Phone	Email
LAUREN VOKE	ESQUIRE ☐ POA	(305) 420-3943	LAUREN.VOKE@GRAY-ROBINSON.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
CITY OF MOBILE	(251) 208-7411	

Property Owner Address	City	State	Zip Code
205 GOVERNMENT STREET	MOBILE	AL	36602

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
70,386	2680	YES	YES	SINGLE	ENTIRE STRUCTURE

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)		
MORSE, RICHARD MAX	DIRECTOR, VICE PRESIDENT			
Home Street Address	**City**	**State**	**Zip Code**	
	PLANTATION	FL	33324	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**	
	NEW YORK NY USA		(443) 677-1362	

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)		
MIGUEZ, ENRIQUE ANTONIO	SECRETARY, GENERAL COUNSEL			
Home Street Address	**City**	**State**	**Zip Code**	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**	
	CHICAGO IL USA		(443) 677-1362	

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			

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)	
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

EM 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.

EM 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.

EM 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.

EM 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.

EM 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.

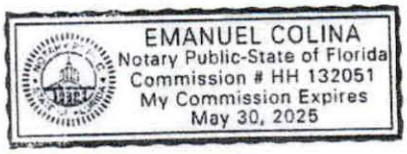
EM In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Owner/Applicant Printed Name	Date
Enrique Miguez	08/30/2023
Owner/Applicant Signature	**Title**
	Secretary

Sworn to and subscribed before me this 30 day of August 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Emanuel Colina		05/30/2025

Notary Stamp



Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

September 1, 2023

CARNIVAL SPIRIT

201 SOUTH WATER STREET

MOBILE, AL 36602 USA

ACCOUNT NUMBER: 126539 TERRITORY 2

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1624930	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

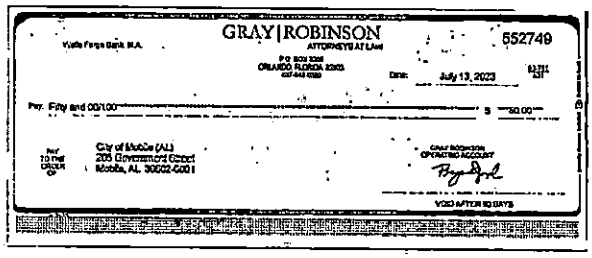
09/01/2023 09:33AM SHAWN S.
035752-0001

BUSINESS LICENSE
CARNIVAL LICENSE HOLDINGS LIMITED INC
126539
2023 Item: 1624930
ALCOHOL APPLICATION
FEE $50.00

$50.00

Subtotal	**$50.00**
Total	**$50.00**
CHECK	$50.00
Check Number 552749	
Change due	**$0.00**

Paid by: CARNIVAL LICENSE HOLDINGS LIMITED INC



Thank you for your payment

CUSTOMER COPY

GRAYROBINSON

Heather Holmstrom | Heather.Holmstrom@gray-robinson.com | **D** 561.268.5732
Northbridge Centre, 515 North Flagler Drive, Suite 650, West Palm Beach, Florida 33401 | **T** 561.268.5727 | **F** 561.268.5745

July 17, 2023

VIA FEDERAL EXPRESS

Shawn Skinner
City of Mobile Department of Revenue
205 Government St.
2nd Floor, South Tower
Mobile, AL 36644

Re: Carnival License Holdings Limited d/b/a Carnival Spirit

Dear Mr. Skinner,

Gray Robinson, PA represents Carnival License Holdings Limited as it relates to alcohol/business licensing and has been given the authority to file the enclosed City of Mobile Business License Application and City of Mobile Alcoholic Beverage License Application on their behalf. Please note the Alabama ABC pre-application was submitted to Sandy Durham on 7/14/23.

Enclosed please find the applications, supporting documents and check in the amount of $50 made out to the City of Mobile. Please contact me directly if you have any questions or need additional information related to this application. I can be reached by telephone at (561) 268-5732 or via email at heather.holmstrom@gray-robinson.com.

Thank you for your assistance in this matter.

Sincerely,

Heather Holmstrom
Licensing Specialist

HH/hh
Enclosures

#50969435 v1

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 Berthing Agreement
  - [x] Required drawing for Urban Development (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 Berthing Agreement
- [ ] 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) N/A

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

- [ ] Mobile County Health Department Inspection Report (if applicable)
- [ ] Bureau of Fire Prevention - Fire Inspection Report
- [ ] 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
Heather Holmstrom	07/13/2023
Person Completeing Application Signature	**Title**
Heather Holmstrom	Licensing Specialist

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
07/13/2023	NO		10/14/2023

Application Type	If New Owner, Previous Business Name	Transfer - ABC license? If yes, License Number
New Business (never licensed)	Carnival Cruise Lines	NO

License Type applied for with Alabama ABC Board	
170 - Retail Common Carrier	

Business Information

Business Description/Activity	Other Explain
OTHER (explain)	Passenger Cruise Ship

Legal Business Name	Trade Name (DBA)
Carnival License Holdings Limited	Carnival Spirit

Business Structure (SP, LLC, Corp, etc.)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
CORPORATION	11/19/2015	201 S Water Street

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
3655 N.W. 87th Ave.	Mobile	AL	36602

City	State	Zip Code	Mailing Address of Business/Building (PO Box, Street Name, Suite #)
Miami	FL	33178	333 SE 2nd Ave, Suite #3200

Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)	City	State	Zip Code
333 SE 2nd Ave, Suite #3200	Miami	FL	33131

City	State	Zip Code	Business Phone Number	Building Type
Miami	FL	33131	(305) 420-3943	

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?
(305) 420-3943	98-1277048	R011838442	BUSINESS MAIL ADDRESS

Business Contact Person Information

Name	Title	Phone	Email
Lauren Voke	Esquire	(305) 420-3943	Lauren.Voke@gray-robinson.com

Land/Building Information

Do you own or rent/lease the property? Rent/Lease (signed/notarized lease agreement required)

Property Owner Name	Do you have a legal description of property?
City of Mobile	YES — Required - see page 3 of this application

Property Owner Address	Prop Owner Phone	Property Owner Email
205 Government Street	(205) 208-7411	N/A

Property Owner City	State	Zip Code	Building Seating Capacity	Building Square Footage
Mobile	AL	36602	N/A	70,386

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

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

SEE ATTACHED

Ownership Type	Company Name
RENT/LEASED	Carnival Holdings License Limited/City of Mobile

The above described property is RENT/LEASED to/by Carnival Holdings License Limited/City of Mobile

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 03 day of July 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Emanuel Colina		05/30/2025

Notary Stamp

EMANUEL COLINA
Notary Public-State of Florida
Commission # HH 132051
My Commission Expires
May 30, 2025

Owner of Property (Print Name)	Applicant Name (Print Name)
	Carnival License Holdings Limited
Owner of Property (Signature)	Applicant Name (Signature)
Address	Address
205 Government Street	3655 N.W. 87th Ave.
City, State, Zip	City, State, Zip
Mobile AL 36602	Miami, FL 33178
Date Agreement Signed	Date Agreement Signed

City of Mobile Alcoholic Beverage License Application

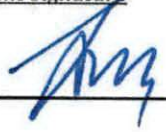
City of Mobile Alcoholic Beverage License Application

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
Enrique Antonio Miguez	07/03/2023
Owner/Applicant Signature	Title
	Secretary

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
Richard Max Morse	Director, Vice President	Officer

Race	Sex	Date of Birth	Home Address
WHITE	MALE		

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

Place of Birth (City, State, Nation)	Mobile Number	Email
New York, NY, USA	(443) 677-1362	lauren.voke@gray-robinson.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
NO				

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

FDLE

Florida Department of Law Enforcement

J. Mark Glass
Commissioner

Criminal Justice Information Services
Post Office Box 1489
Tallahassee, Florida 32302-1489
(850) 410-7100
www.fdle.state.fl.us

Ron DeSantis, *Governor*
Ashley Moody, *Attorney General*
Jimmy Patronis, *Chief Financial Officer*
Wilton Simpson, *Commissioner of Agriculture*

June 29, 2023

GRAY ROBINSON PA
HEATHER HOLMSTROM
515 N FLAGLER DRIVE
SUITE 650
WEST PALM BEACH, FL 33401

Dear Sir or Madam:

Based on the information provided, a search through the files of the Florida Department of Law Enforcement has returned no Florida record for the following individual:

RICHARD MAX MORSE

Race - White

Sex - Male

Failure to supply the required information (name, race, sex and date of birth) will greatly reduce our chances of reasonably associating your subject with a possible record in our extensive files. If we may be of further assistance, do not hesitate to contact Criminal History Services at (850) 410-8161.

Sincerely,

Carl McCaskey

CARL MCCASKEY
Criminal Justice Information Analyst II
Criminal History Services

PATRICK E. YARNALL
Commission # HH 348762
Expires January 11, 2027

STATE OF FLORIDA
COUNTY OF LEON

Carl McCaskey
Administrator,
Criminal History Services
Florida Dept. of Law Enforcement
Sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization, this
29 day of June, 2023
By Carl McCaskey, who is personally known to me

FORM A

Name: Richard Max Morse Account #

Business Name: Carnival License Holdings Limited

Business Location and Tax ID No.: 201 S Water Street, Mobile, AL 33602/ FEIN: 98-1277048/ AL Tax #:

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, Richard Max Morse ***, (print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.***

Date 6/30/23

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
Enrique Antonio Miguez	Secretary, General Counsel	Officer

Race	Sex	Date of Birth	Home Address
WHITE	MALE		

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
		oral Gables	FL	

Place of Birth (City, State, Nation)	Mobile Number	Email
Chicago, Illinois, USA	(443) 677-1362	lauren.voke@gray-robinson.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
NO				

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

FDLE

Florida Department of Law Enforcement

J. Mark Glass
Commissioner

Criminal Justice Information Services
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Ron DeSantis, *Governor*
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Jimmy Patronis, *Chief Financial Officer*
Wilton Simpson, *Commissioner of Agriculture*

June 29, 2023

GRAY ROBINSON PA
HEATHER HOLMSTROM
515 N FLAGLER DRIVE
SUITE 650
WEST PALM BEACH, FL 33401

Dear Sir or Madam:

Based on the information provided, a search through the files of the Florida Department of Law Enforcement has returned no Florida record for the following individual:

ENRIQUE ANTONIO MIGUEZ

Race - White Sex - Male

Failure to supply the required information (name, race, sex and date of birth) will greatly reduce our chances of reasonably associating your subject with a possible record in our extensive files. If we may be of further assistance, do not hesitate to contact Criminal History Services at (850) 410-8161.

Sincerely,

CARL MCCASKEY
Criminal Justice Information Analyst II
Criminal History Services

PATRICK E. YARNALL
Commission # HH 348762
Expires January 11, 2027

STATE OF FLORIDA
COUNTY OF LEON

Administrator,
Criminal History Services
Florida Dept. of Law Enforcement
Sworn and subscribed before me by means of ☑ physical presence or ☐ online notarization, this
29 day of June 2023
By Carl McCaskey who is personally known to me

FORM A

Name: Enrique Antonio Miguez Account #_____

Business Name: Carnival License Holdings Limited

Business Location and Tax ID No.: 201 S Water Street, Mobile, AL 33602/ FEIN: 98-1277048/ AL Tax #:

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, Enrique Antonio Miguez ***(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.***

Date 07/03/2023 _____

Declarant's Signature

Wes Allen
Secretary of State

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

STATE OF ALABAMA

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

the entity records on file in this office disclose that CARNIVAL LICENSE HOLDINGS LIMITED a Bahamas entity, qualified in the State of Alabama on January 10, 2023. The Alabama Entity Identification number for this entity is 001-056-801. I further certify that the records do not disclose that said qualification has been revoked, cancelled or terminated.

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

06/09/2023

Date

Wes Allen

Wes Allen **Secretary of State**

20230609000013484

STATE OF ALABAMA

FOREIGN CORPORATION (BUSINESS OR NON-PROFIT)
APPLICATION FOR REGISTRATION

PURPOSE: In order to register a foreign entity (any entity formed outside of Alabama) to transact business in Alabama, the entity must deliver to the Secretary of State for filing an Application for Registration pursuant to Section 10A-1-7.04, *Code of Alabama 1975*.

Check One: (◉) Business/For-Profit Corporation (○) Non-Profit Corporation

1. The legal name of the foreign corporation as recorded in the jurisdiction in which it was formed/incorporated:

   CARNIVAL LICENSE HOLDINGS LIMITED

2. The name of the foreign entity for use in Alabama (only if different from the legal name*):

   CARNIVAL LICENSE HOLDINGS LIMITED, INC.

   *A fictitious name may be used **only if the legal entity name is not available** for use in Alabama or the name does not contain the words "corporation" or "incorporated" or an abbreviation of one of the words (such as Inc. or Corp.)

3. If a fictitious name is used, the undersigned certifies the resolution of the Corporation's governing authority to adopt the fictitious name for use in Alabama and affirms the authority to make such a certification under Section 10A-1-7.07.

4. A copy of the name reservation received from the Office of the Alabama Secretary of State must be attached.

5. Street (**No PO Boxes**) address of principal office:

   3655 N.W. 87th Avenue Miami, FL 33178

   Mailing address (if different from street address)

(For SOS Use Only)

Alabama
Sec. Of State

001-056-801 F/C

Date	01/10/2023
Time	08:33:00
File	$150.00
County	$0.00
Total	$150.00

STATE OF ALABAMA

FOREIGN CORPORATION (BUSINESS OR NON-PROFIT)
APPLICATION FOR REGISTRATION

PURPOSE: In order to register a foreign entity (any entity formed outside of Alabama) to transact business in Alabama, the entity must deliver to the Secretary of State for filing an Application for Registration pursuant to Section 10A-1-7.04, *Code of Alabama 1975*.

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   CARNIVAL LICENSE HOLDINGS LIMITED

2. The name of the foreign entity for use in Alabama (only if different from the legal name*):

   CARNIVAL LICENSE HOLDINGS LIMITED, INC.

   *A fictitious name may be used **only if the legal entity name is not available** for use in Alabama or the name does not contain the words "corporation" or "incorporated" or an abbreviation of one of the words (such as Inc. or Corp.)

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4. A copy of the name reservation received from the Office of the Alabama Secretary of State must be attached.

5. Street **(No PO Boxes)** address of principal office: _____

   3655 N.W. 87th Avenue Miami, FL 33178

   Mailing address (if different from street address) _____

(For SOS Use Only)

Alabama
Sec. Of State

001-056-801 F/C

Date	01/10/2023
Time	08:33:00
File	$150.00
County	$0.00
Total	$150.00

COMMONWEALTH OF THE BAHAMAS

Registrar General's Department

I certify the foregoing
to be a true and correct copy
of the document filed in the office.

Carnival License Holdings Limited

DEIRDRE A. CLARKE-MAYCOCK
Acting Registrar General
19th November 2015

Authentication Number: YNSVMb8R
You may verify this certificate online at www.bahamas.gov.bs/rgd

COMMONWEALTH OF THE BAHAMAS

New Providence

International Business Companies Act, 2000

(No. 45 of 2000)

ARTICLES OF ASSOCIATION

OF

Carnival License Holdings Limited

GTC CORPORATE SERVICES LIMITED
Sassoon House
Shirley Street
Nassau, New Providence
The Bahamas

COMMONWEALTH OF THE BAHAMAS

ARTICLES OF ASSOCIATION

OF

Carnival License Holdings Limited

INTERNATIONAL BUSINESS COMPANIES ACT, 2000
(No. 45 of 2000)

COMPANY LIMITED BY SHARES

1. In the interpretation of these presents, unless there is something in the subject or context inconsistent therewith:-

"**the Act**" means the International Business Companies Act, 2000 (No. 45 of 2000) of The Bahamas as amended from time to time;

"**The Bahamas**" means the Commonwealth of The Bahamas;

"**Resolution of Directors**" and "**Resolution of Members**" have the meanings assigned thereto respectively by the Act;

"**the Directors**" means the Directors for the time being;

"**the Office**" means the registered office for the time being of the Company;

"**the Register of Directors and Officers**" means the Register of Directors and Officers to be kept pursuant to Section 44(1) of the Act;

"**the Register of Members**" means the Register of Members to be kept pursuant to Section 29 (1) of the Act;

"**month**" means calendar month;

"**in writing**" and "**written**" include printing, lithography and other modes of representing or reproducing words in a visible form. Words importing the singular number also include the plural number and vice versa;

Words importing persons include corporations.

REGISTERED SHARES

2. The whole of the unissued shares of the Company for the time being shall be under the control of the Directors who may allot or otherwise dispose of the same to such persons on such terms and conditions and at such times as the Directors think fit. Subject to the provisions of Section 32 of the Act, any shares may be issued on the terms that they are, or at the option of the Company are liable, to be redeemed on such terms and in such manner as the Company before the issue of the shares may by Resolution of Directors determine.

3. Save as herein otherwise provided, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not, except as ordered by a Court of competent jurisdiction or as by Act required, be bound to recognize any equitable or other claim to or interest in such share on the part of any other person.

4. If several persons are registered as joint holders of any shares they shall be severally as well as jointly liable for any liability in respect of such shares, but service of notices on the first named upon the Register of Members shall be deemed proper service to all joint holders. Any of such persons may give effectual receipts for dividends.

5. For the purposes of a quorum, joint holders of any shares shall be considered as one number.

6. Certificates in respect of shares shall be issued and the signatures of all persons empowered to sign such certificate by Section 28(2) of the Act and likewise the Common Seal of the Company on such certificates may be stamped thereon. In case any person who has signed or whose facsimile signature has been stamped on such certificate shall have ceased to be a Director or Officer before such certificate is issued, it may be issued by the Company with the same effect as if he were such Director or Officer at the date of its issue.

7. Every Member shall be entitled to one certificate for all the shares registered in his name or to several certificates, each for one or more of such shares. Every certificate of shares shall specify the number of shares in respect of which it is issued and the amount paid up thereon.

8. If any certificate be worn out or defaced then, upon production thereof to the Directors, they may order the same to be cancelled and may issue a new certificate in lieu thereof; and if any certificate be lost or destroyed, then, upon proof thereof to the satisfaction of the Directors and on such indemnity as the Directors may deem adequate being given, a new certificate in lieu thereof shall be given to the parties entitled to such lost or destroyed certificate.

9. The certificate of shares registered in the names of Two (2) or more persons shall be delivered to the person first named in the Register of Members.

TRANSFER OF REGISTERED SHARES

10. The instrument of transfer (which need not be under Seal) of any share in the Company shall be executed by the transferor and contain the name and address of the transferee and the transferor shall be deemed to remain a holder of such share

until the name of the transferee is entered in the Register of Members in respect thereof.

11. Subject to such restrictions contained in these Articles as may be applicable, any Member may transfer all or any of his shares by instrument in writing in any usual or common form or any form which the Directors may approve.

12. The Directors may decline to register any transfer of shares without assigning any reason therefor.

13. No transfer shall be made to an infant or to a person of unsound mind.

14. The transfer books and the Register of Members may be closed at such times and for such reasonable periods as the Directors may from time to time determine.

15. Every instrument of transfer shall be left at the Office of the Company for registration, accompanied by the certificate or certificates representing the shares to be transferred and such other evidence as the Directors may require to prove the title of the transferor or his right to transfer the shares.

TRANSMISSION OF REGISTERED SHARES

16. The legal representatives of a deceased Member (not being one of several joint holders) shall be the only persons recognized by the Company as having any title to such deceased Member's shares and, in case of the death of any one or more of the joint holders of any registered shares, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to or interest in such shares.

17. Subject to the provisions of Section 31 of the Act, any person becoming entitled to any shares in consequence of the death of any Member or in any other way than by transfer may, with the consent of the Directors and upon the production of such evidence as may from time to time be required by the Directors, be registered as a Member or, subject to the provisions as to transfers herein before contained, may transfer such shares to some other person by executing to the latter an instrument of transfer.

BORROWING POWERS

18. The Directors may from time to time, at their discretion, raise or borrow or secure the payment of any sum or sums of money for the purposes of the Company.

19. The Directors may raise or secure the payment or repayment of such money in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of bonds, mortgages, debentures or debenture stock, perpetual or otherwise, notes or other obligations of the Company charged upon all or any part of the property of the Company (both present and future).

20. Debentures, debenture stock and other securities may be made assignable, free from any equities, between the Company and the person to whom the same may be issued.

GENERAL MEETINGS

21. (1) General Meetings shall be held at such time and place either within or outside The Bahamas as the Directors may determine.

(2) The Directors shall give not less than Seven (7) days written notice of meetings of Members to those persons whose names on the date of notice appear as Members in the Register of Members.

PROCEEDINGS AT GENERAL MEETINGS OF MEMBERS

22. No business shall be transacted at any general meeting of the Members unless a quorum is present. A quorum shall consist of one or more Members, present in person or by proxy, holding more than Fifty percent (50%) of the issued shares of the Company.

23. If, within one hour from the time appointed for the meeting, a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place; and if at such adjourned meeting a quorum is not present, those Members who are present shall be a quorum and may transact the business for which the meeting was called.

24. The Chairman of the Board of Directors, if any, shall preside as Chairman at every meeting of the Members or, if there is no such Chairman, the Directors present shall elect one of their number to be Chairman of the meeting.

25. In the absence of the Chairman of the Board of Directors, if any, or if no Director is present or no Director is willing to act as Chairman, the Members present shall choose one of their number to be Chairman.

26. The Chairman may, with the consent of the meeting, adjourn any meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

27. Every question submitted to a meeting shall be decided in the first instance by a show of hands and in the case of an equality of votes the Chairman shall, both on a show of hands and at the poll, have a casting vote in addition to the vote or votes to which he may be entitled as a Member.

28. (1) At any general meeting of the Members, unless a poll is demanded by a Member present in person or by proxy, a declaration by the Chairman that a Resolution has been carried and an entry to that effect in the book of proceedings of the Members shall be sufficient evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such Resolution.

(2) If a quorum be present which is represented by only one person then such person may resolve any matter and a minute signed by such person accompanied where such person be a proxy by a copy of the proxy form shall constitute a valid resolution of Members.

29. If a poll is demanded it shall be taken in such manner as the Chairman shall reasonably direct and the result of such poll shall be deemed to be the Resolution of the Members.

VOTES OF MEMBERS

30. An action that may be taken by Members at a meeting of Members may also be taken by a resolution of all Members consented to in writing or by telex, telegram, telefax, cable or other written electronic communication, without the need for any notice.

31. Every Member holding voting shares shall either in person or by proxy have one vote on a show of hands and on a poll shall have one vote for every voting share held. Where a corporation, being a Member, wishes to be present, it must be represented by a proxy; such proxy shall be entitled to vote for such corporation on a show of hands and also on a poll.

32. If any Member is a lunatic or idiot, he may vote by any person appointed by a Court of competent jurisdiction as his legal curator.

33. Votes may be given either personally or by permanent or ad hoc proxy.

34. The following provisions apply in respect of joint ownership of shares:

    (a) if Two (2) or more persons hold shares jointly each of them may be present in person or by proxy at a meeting of Members and may speak as a Member;

    (b) if only one of them is present in person or by proxy, he may vote on behalf of all of them; and

    (c) if Two (2) or more are present in person or by proxy, they shall vote as one.

35. No Member shall be entitled to be present or to vote on any question, either personally or by proxy or as a proxy for another Member, at any meeting or upon a poll or be reckoned in a quorum, whilst any sum shall be due and payable to the Company in respect of any of the shares of such Member.

36. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney or, if such appointor is a corporation with a Common Seal, under such Common Seal or, if such corporation has not by its regulations any such Seal, then in such manner as may be acceptable to the Directors. A proxy need not be a Member of the Company.

37. The instrument appointing a proxy shall be deposited with the Secretary before or at the meeting for which it is to be used and, if permanent, may be recorded with the Secretary.

38. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy or transfer of the shares in respect of which the vote is given, provided no intimation in writing of the death, revocation or transfer shall have been received before the meeting.

39. An instrument appointing a proxy shall be in the following form or as near thereto as circumstances admit:-

I, _____ of _____

being a Member of _____ hereby appoint

_____ of _____ as

my proxy to vote for me and on my behalf at the meeting of the Members to be held on the _____ day of _____ and at any adjournment thereof.

As witness my hand this _____ day of _____

Signed by the said _____

OFFICERS

40. The Officers of the Company shall be appointed by the Directors and may consist of a President, one or more Vice-Presidents, a Secretary and a Treasurer and such other Officers as the Directors may from time to time think necessary, and such other officers shall perform such duties as may be prescribed by the Directors. They shall hold office until their successors are appointed, but any Officer may be removed at any time by Resolution of Directors. If any office becomes vacant the Members in general meeting or the Directors may fill the same.

41. Any person may hold more than one of these offices and no Officer need be a Member of the Company.

PRESIDENT

42. The President shall perform such duties as may be prescribed by these Articles, or by Resolution of Members or of Directors.

VICE-PRESIDENT

43. A Vice-President, in the absence or disability of the President, may perform the duties and exercise the powers of the President and shall perform such other duties as may be prescribed by these Articles, or by Resolution of Members or Directors.

TREASURER

44. The Treasurer shall perform such duties as may be prescribed by these Articles, or by Resolution of Members or of Directors and, if and when directed so to do by Resolution of Members or of Directors, shall keep full and accurate accounts of the receipts and disbursements of the Company and shall render to the Directors at regular meetings of the Directors, or whenever they may require it, a statement of the financial condition of the Company.

SECRETARY

45. The Secretary shall attend and keep the minutes of the meetings of the Members and of the Directors. He shall also summon meetings and keep such other books and records of the Company and the Directors as may be required by Resolution of Members or of Directors and perform such other duties as may be prescribed by these Articles, or by Resolution of Members or of Directors.

THE SEAL

46. The Company may have more than One (1) Seal and references herein to the Seal shall be references to every Seal, which shall have been adopted by Resolution of Directors. The Directors shall provide for the safe custody of the Seal. Unless otherwise determined by a resolution of the Directors, every instrument to which the Seal is to be affixed shall be executed on behalf of the Company by a Director or the President or a Vice-President signing the same and affixing thereto the Seal of the Company in the presence of the Secretary or another Director or another Officer who shall sign the instrument as witness, provided that in the event the Company has only One (1) Director he shall execute the same and affix thereto the Seal in the presence of a competent person who shall sign the instrument as a witness; and further provided that in the case of certificates of title to shares the provisions of Article 7 and of Section 28(2)(b) of the Act shall apply.

DIRECTORS

47. (1) Each of the first Directors of the Company shall be elected by the subscribers to the Memorandum of Association and shall hold office for the time, if any, fixed by Resolution of the Members or Directors or until his earlier death, resignation or removal. The Directors shall be not less than One (1) nor more than Seven (7) in number.

(2) The Company shall keep the Register of Directors and Officers, which shall contain: (a) the names and addresses of the persons who are directors and officers of the Company; (b) the date on which each person whose name is entered in the Register of Directors and Officers was appointed as a director or officer of the Company; and (c) the date on which each person as a director or officer ceased to be a Director or Officer of the Company.

(3) The Register of Directors and Officers shall be kept at the Office and a certified copy thereof (with any changes thereto) shall be filed with the Registrar of Companies.

48. A Director replaced by Resolution of the Members or the Directors may be re-appointed as a Director of the Company on a subsequent date.

49. A Director need not be a Member of the Company and no shareholding qualification shall be necessary to qualify a person as a Director.

50. The remuneration, if any, of the Directors shall from time to time be determined by the Members in general meeting at any time and such remuneration shall be deemed to accrue from day to day. The Directors may also be paid all travelling, hotel and other expenses properly incurred in attending and travelling to and returning from meetings of the Directors or of any Committee of the Directors or general meetings of the Members or in connection with the business of the Company.

51. The office of a Director shall ipso facto be vacated:-

(a) if he becomes bankrupt or suspends payment to or compounds with his creditors;

(b) if he becomes lunatic or of unsound mind or all the other Directors shall have unanimously resolved that he is physically or mentally incapable of performing the functions of a Director;

(c) if by notice in writing to the Company he resigns his office;

(d) if he dies;

(e) if he fails to make proper disclosure under the provisions of Section 56 of the Act; or

(f) if he is removed by Resolution of Members, with or without cause, or if his resignation in writing is requested by the remaining Directors (being not less than Three (3) in number).

52. The continuing Directors may act notwithstanding any vacancy in their body. However, so long as their number is reduced below the number fixed by or established pursuant to these Articles as the necessary quorum of Directors, the continuing Director or Directors may act for the purposes of increasing the number of Directors to the number necessary to constitute a quorum or to the minimum number fixed by Article 47 or of summoning a general meeting of the Members, but for no other purpose.

53. Any casual vacancy in the Board of Directors may at any time be filled by the Directors, but every person so chosen shall retain office so long only as the vacating Director would have retained the same if no vacancy had occurred.

54. The Directors or the Members in general meeting shall have power at any time, and from time to time, to elect any person as a Director as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed as above.

ALTERNATE DIRECTORS

55. Any Director may at any time appoint any person approved by the Directors to be an alternate Director of the Company and may at any time remove any alternate Director so appointed by him. An alternate Director so appointed shall not be entitled to receive any remuneration from the Company, but shall otherwise be subject to the provisions of these presents with regard to Directors. An alternate Director shall (subject to his giving to the Company an address at which notices may be served upon him) be entitled to receive notices of all meetings of the Board and to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally to perform all the functions of his appointor as a Director in the absence of such appointor. An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director. All appointments and removals of alternate Directors shall be effected in writing under the hand of the Director making or revoking such appointment and lodged with the Secretary at the Office and shall be disclosed and notified to the Registrar of Companies.

MANAGING DIRECTOR

56. The Members in general meeting or the Directors may from time to time appoint one or more of the Directors to be a Managing Director or Managing Directors of the Company either for a fixed term or without any limitation as to the period for which he or they is or are to hold such office and may from time to time remove or dismiss him or them from office and appoint another or others in his or their place or places.

57. The remuneration of a Managing Director shall from time to time be fixed by the Members or the Directors and may be by way of salary or commission or participation in profits or by any or all of those modes.

58. The Directors may from time to time entrust to and confer upon a Managing Director for the time being such of the powers exercisable under these presents by the Directors as they think fit and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think expedient; and they may confer such powers either collaterally with, or to the exclusion of, and in substitution for all or any of the powers of the Directors in that behalf, provided that the Managing Director shall not be able to pass a Resolution of Directors; and may from time to time revoke, withdraw or vary all or any of such powers.

PROCEEDINGS OF DIRECTORS

59. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit and may determine the quorum necessary for the transaction of business. Until otherwise determined, Two (2) Directors shall be a quorum. Each Director shall be given not less than Two (2) days notice of meetings of Directors.

60. The Chairman of the Board of Directors, if any, shall preside at all meetings of the Directors or, if there is no such Chairman, the Directors present shall choose someone of their number to be the Chairman of the meeting. In the absence of the Chairman of the Board of Directors, the Directors present shall choose someone of their number to be Chairman of the meeting.

61. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally.

62. A Director may at any time convene a meeting of the Directors. Questions arising at any meeting shall be decided by a majority of votes and, in case of an equality of votes, the Chairman shall have a second or casting vote.

63. A Director shall be deemed to be present at a meeting of Directors if: (1) he participates by telephone or other electronic means; and (2) all Directors participating in the meeting are able to hear each other and recognise each other's voice.

64. The Directors may by resolution delegate any of their powers to committees each consisting of one or more Directors of their body as they think fit. Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be made or imposed upon it by the Directors except that

no Committee has any power or authority with respect to the matters requiring a resolution of Directors.

65. The meetings and proceedings of any such Committee shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors, so far as the same are applicable thereto, and not superseded by any regulations made by the Directors under the last preceding Article.

66. All acts done by any meeting of the Directors, or of a Committee of Directors or by any person acting as a Director, shall, notwithstanding that it afterwards be discovered that there was some defect in the election of any such Director or persons acting as aforesaid or that they or any of them were or was disqualified, be as valid as though every such person had been duly elected and was qualified to be a Director.

67. (1) A Resolution in writing signed by a majority of the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted and may consist of several documents in like form (though they may differ by the means by which they are communicated).

(2) If the Company shall have only one director the provisions herein contained for meetings of the directors shall not apply but such sole director shall have full power to represent and act for the Company in all matters as are not by the Act or the Memorandum or these Articles required to be exercised by the members of the Company and in lieu of minutes of a meeting shall record in writing and sign a Written Consent of all matters transacted requiring a resolution of directors. Such a Written Consent shall constitute sufficient evidence of such resolution for all purposes.

68. If any Director, being willing, shall be called upon to perform extra services or to make any special exertions in going or residing abroad or otherwise for any of the purposes of the Company, the Company shall remunerate the Director for so doing by a fixed sum or by percentage of profits or otherwise as may be determined by the Members or the Directors, and such remuneration may be either in addition to or in substitution for his share in the remuneration above provided.

POWERS OF DIRECTORS

69. The management of the business of the Company shall be vested in the Directors who, in addition to the powers and authorities by these presents or otherwise expressly conferred upon them, may exercise all such powers and do all such acts as expressly directed or required to be exercised or done by Resolution of Members, but subject nevertheless to the provisions of the Act and of these presents.

70. Without prejudice to the general powers conferred by the last preceding Article and the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the following powers, that is to say:-

(a) To pay the costs, charges and expenses preliminary and incidental to the continuation, promotion, formation, establishment and registration of the Company under the Act.

(b) To purchase or otherwise acquire for the Company any property (real or personal), rights or privileges which the Company is authorized to acquire at such price and generally on such terms and conditions as they think fit.

(c) Subject to Section 80 of the Act, to sell, exchange, assign or otherwise dispose (with or without valuable consideration) of all or any of the property (real or personal) of the Company and to sign, seal, execute and deliver conveyances, transfers and assignments of any property so sold, exchanged, assigned or otherwise disposed of.

(d) At their discretion to pay for any property, rights or privileges acquired by or services rendered to the Company either wholly or partially in cash or in shares, bonds, debenture or other securities of the Company; and any such shares shall be issued as fully paid up; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company or not so charged.

(e) To secure fulfillment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company for the time being or in such other manner as they think fit.

(f) To institute, conduct, defend, compound or abandon any legal proceedings by and against the Company or its Officers or otherwise concerning the affairs of the Company; and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company.

(g) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit and in particular by power of attorney to appoint any persons to be attorneys or agents of the Company with such powers (including power to subdelegate) and upon such terms as may be thought fit.

(h) To invest and deal with any of the moneys of the Company not immediately required for the purposes of the Company and upon such securities and in such manner as they may think fit and from time to time to vary or realize such investments.

(i) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name of and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company.

DIVIDENDS

71. Subject to the rights and interests of the holders of any other class of share that may be created, the profits of the Company shall be divisible among the Members in proportion to the capital paid up on the shares held by them respectively.

72. Subject to the provisions of Section 35 of the Act, the Directors may from time to time declare and pay to the Members entitled thereto such dividends as appear to the Directors to be justified.

73. Unless otherwise directed, any dividend may be paid by cheque or warrant or bank transfer order and, in the case of a cheque or warrant, may be sent through the post to the registered address of the Member entitled thereto or, in the case of joint holders, to the registered address of that holder, whose name stands first on the Register of Members in respect of the joint holding, and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent.

RESERVES

74. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve fund to meet contingencies or for equalizing dividends or for special dividends or bonuses or the redemption of Shares or for repairing, improving and maintaining any of the property of the Company and for such other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company and may invest the several sums so set aside upon such investments as they may think fit and from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company and may divide the reserve fund into such special funds as they think fit and employ the reserve fund or any part thereof in the business of the Company and that without being bound to keep the same separate from the other assets.

CAPITALISATION OF PROFITS AND RESERVES

75. The Directors may resolve that it is desirable to capitalize any undivided profits of the Company not required for paying the dividends on any shares carrying a fixed cumulative preferential dividend (including profits carried and standing to the credit of any reserve or reserves or other special account) and accordingly that the Directors appropriate the profits resolved to be capitalized to the Members in the proportions in which such profits would have been divisible amongst them had the same been applied in paying dividends instead of being capitalized and to apply such profits on their behalf in paying up in full unissued shares, debentures or securities of the Company of a nominal amount equal to such profits, such shares, debentures or securities to be allotted and distributed, credited as fully paid up, to and amongst such Members in the proportion aforesaid or partly in one way and partly in the other; Provided that the capital redemption reserve fund may, for the purposes of this Article, only be applied in the paying up of unissued shares to be issued to Members as fully paid.

76. Whenever such a resolution as aforesaid shall have been passed, the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalized thereby and all allotments and issues of fully paid shares, debentures or securities, if any, and generally shall do all acts and things required to give effect thereto with full power to the Directors to make such provision by the issue of fractional shares or by payment in cash or otherwise as they think fit in the case of shares, debentures or securities becoming distributable in fractions and also to authorize any person to enter, on behalf of all the Members interested, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares, debentures or securities to which they may be entitled upon such capitalization; and any agreement made under such authority shall be effective and binding on all such Members.

ACCOUNTS

77. (1) The Directors shall cause true accounts of the receipts and disbursements of cash and of the assets and liabilities of the Company to be kept at the Office of the Company or at such other place as the Directors may from time to time appoint and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed by the Directors, such accounts shall be open to the inspection of the Members during the hours of business.

(2) When called upon to do so by Members holding Fifty-one percent (51%) or more of the issued voting capital the Directors shall lay before the Members in general meeting:-

(A) a Statement of Income and Expenditure for the past year, and

(B) a Balance Sheet containing a summary of the assets and liabilities of the Company,

both such Statement and Balance Sheet being made up to a date not more than six months before such meeting.

AUDIT

78. The Directors shall make all necessary arrangements for the audit from time to time as they see fit of the books and accounts of the Company.

NOTICES

79. A notice may be served by the Company upon any Member either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address.

80. All notices directed to be given to the Members shall, with respect to any share to which persons are jointly entitled, be given to whichever of such persons is named first on the Register of Members; and the notice so given shall be sufficient notice to all the holders of such shares.

81. The signature to any such notice to be given by the Company may be written, typewritten or printed.

82. Any notice, if served by post, shall be deemed to have been served at the time when in the ordinary course of post the letter containing the same would be delivered; and in proving such notice it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office.

83. Any Member or Director may waive the right to receive notices by an instrument in writing signed by him before, at or after any meeting.

INDEMNITY

84. Save and except so far as the provision of this Article shall be avoided by any provision of the Act, the Directors, Secretary and other Officers for the time being of the Company and the Trustees (if any) for the time being acting in relation to any of the affairs of the Company and every one of them and every one of their heirs, executors and administrators shall be indemnified and secured harmless out of the

assets and profits of the Company from and against all actions, costs, charges, losses, damages and expenses (including reasonable legal fees) which they or any of them, their or any of their heirs, executors or administrators shall or may incur or sustain by or by reason of any act done, concurred in or omitted in or about the execution of their duty or supposed duty in their respective offices or trusts except such (if any) as they shall incur or sustain through or by their own wilful neglect or default respectively and none of them shall be answerable for the acts, receipts or defaults of the other or others of them or for joining in any receipt for the sake of conformity or for any bankers or other person with whom any moneys or effects belonging to the Company shall or may be lodged or deposited for safe custody or for the insufficiency or deficiency of any security upon which any moneys of or belonging to the Company shall be placed out or invested or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts or in relation thereto except the same shall happen by or through their own wilful neglect or default respectively; Provided that such Directors, Secretary, other Officer and Trustees (if any) acted honestly and in good faith with a view to the best interests of the Company.

AMENDMENT

85. The Directors or Members may from time to time amend the Memorandum of Association or these Articles of Association by Resolution.

IN WITNESS WHEREOF WE, the Subscribers to the Memorandum of Association, have hereunto subscribed our names this 19th day of November, 2015.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

1. **GRAHAMCO LIMITED,**
Nassau, Bahamas,
by its representative,
Dianne C. Knowles,
Manager,
P. O. Box SS-5383,
Nassau, Bahamas.

2. **NOMCO LIMITED,**
Nassau, Bahamas,
by its representative,
Michelle M. Pindling-Sands,
Attorney-at-Law,
P. O. Box SS-5383,
Nassau, Bahamas.

WITNESS: Barturight

AMENDMENT NO. ONE TO
BEVERAGE CONCESSION MANAGEMENT SERVICES AGREEMENT

This Amendment No. One to BEVERAGE CONCESSION MANAGEMENT SERVICES AGREEMENT (the "**Amendment**") is entered into on this 9th day of September, 2019, by and between CARNIVAL CRUISE LINE, a division of Carnival Corporation ("**Manager**") and CARNIVAL LICENSE HOLDINGS LIMITED ("**Permittee**").

RECITALS

A. Manager and Permittee entered into that certain Beverage Concession Management Services Agreement on June 5, 2017 (the "**Agreement**").

B. Manager and Permittee desire to amend the terms of the Agreement pursuant to the terms and conditions set forth in this Amendment.

In consideration of the foregoing, and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals; Definitions. The recitals set forth above are incorporated herein by reference and made an integral part of this Amendment. Unless otherwise stated, all capitalized terms not defined herein shall have the meanings set forth in the Agreement.

2. Amendment to Schedule. Schedule 1 is hereby deleted in its entirety and replaced by the revised Schedule 1, attached hereto.

3. Counterparts and Facsimile Signatures. This Amendment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Amendment. The execution of this Amendment by any of the parties may be evidenced by way of a facsimile transmission of such party's signature, or a photocopy of such facsimile transmission, and such facsimile signature shall be deemed to constitute the original signature of such party hereto.

4. Full Force and Effect. Except as amended hereby, the Agreement shall remain in full force and effect according to its terms and shall be read and construed as if the terms of this Amendment were included therein. In the event a conflict exists between the terms of this Amendment and any term in the Agreement, the terms of this Amendment will control.

In consideration of the foregoing, the parties have executed this Amendment as of the day and year first written above.

MANAGER:

CARNIVAL CRUISE LINE,
a division of Carnival Corporation,
a Panamanian corporation

By: _____

Name: Arnaldo Perez

Title: General Counsel & Secretary

PERMITTEE:

CARNIVAL LICENSE HOLDINGS LIMITED
a Bahamian corporation

By: _____

Name: Arnaldo Perez

Title: Secretary

SCHEDULE 1

VESSELS

Carnival Freedom
Carnival Legend
Carnival Miracle
Carnival Spirit
Carnival Splendor

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230825083858429

Type License: 170 - RETAIL COMMON CARRIER

Type License:

Trade Name: CARNIVAL SPIRIT

Applicant: CARNIVAL LICENSE HOLDINGS LIMITED

Location Address: 201 S WATER ST MOBILE, AL 36602-3709

Mailing Address: 333 SE 2ND AVE; SUITE 3200 MIAMI, FL 33131

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

Product Type:

Book, Page, or Document info: 001-056-801

Do you sell Draft Beer?:

Date Incorporated: 11/19/2015 **State incorporated:** XX **County Incorporated:**

Date of Authority: 01/10/2023

Federal Tax ID: 98-1277048 **Alabama State Sales Tax ID:** R011838442

State: $150.00 **County:** $150.00

State: **County:**

Filing Fee: $50.00

Transfer Fee:

Type Ownership: CORPORATION

Name:	Title:	Date and Place of Birth:	Residence Address:
CARNIVAL CORPORATION -	Incorporated:11/14/1974		, Authority:06/22/2004

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: LAUREN VOKE
Business Phone: 305-420-3943
Fax: 305-416-6887

Home Phone: 305-619-6967
Cell Phone: 305-619-6967
E-mail: LAUREN.VOKE@GRAY-ROBINSON.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: 20230825083858429

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: CITY OF MOBILE 205-208-7411
What is lessors primary business? CITY GOVERNMENT
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: 963 Display Square Footage:
Building seating capacity: 2680 Does Licensed premises include a patio area? YES
License Structure: SINGLE STRUCTURE License covers: OTHER
Number of licenses in the vicinity: Nearest:
Nearest school: Nearest church: Nearest residence: 1 miles
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: 20230825083858429

Initial each

Signature page

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

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

EM 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.

EM 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.

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

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

EM 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.

EM 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.

EM 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): Enrique Miguez

Signature of Applicant: [signature]

EMANUEL COLINA
Notary Public-State of Florida
Commission # HH 132051
My Commission Expires
May 30, 2025

Notary Name (print): Emanuel Colina

Notary Signature: [signature]

Commission expires: 5/30/2025

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230825083858429

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: PASSENGER CRUISE SHIP

Receipt Confirmation Page

Receipt Confirmation Number: 20230825083858429

Application Payment Confirmation Number: 94149310

Payment Summary	
Payment Item	**Fee**
Application Fee for License 170	$50.00
Total Amount to be Charged	$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	**County Fee**	**State Fee**	**Total Fee**
170 - RETAIL COMMON CARRIER	$150.00	$150.00	$300.00
			$0.00
Total Amount to be Charged	$150.00	$150.00	$300.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 170 - RETAIL COMMON CARRIER
License Type 2:
License County: MOBILE
Business Type: CORPORATION
Trade Name: **CARNIVAL SPIRIT**
Applicant Name: **CARNIVAL LICENSE HOLDINGS LIMITED**
Location Address: 201 S.WATER ST
MOBILE, AL 36602-3709
Mailing Address: 333 SE 2ND AVE; SUITE 3200
MIAMI, FL 33131
Contact Person: LAUREN VOKE
Contact Home Phone: 30
Contact Business Phone: 305-420-3943
Contact Fax: 305-416-6887
Contact Cell Phon
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: AGENT

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
OTHER (explain)	170 - Retail Common Carrier

Legal Business Name	Trade Name (DBA)
Carnival License Holdings Limited	Carnival Spirit

Physical Address of Business (Street Name, Suite #)	Building Square Footage	Building Stand alone or attached
201 S Water Street	70,386	

City	State	Zip Code	Did you include the REQUIRED drawing with this sheet?
Mobile	AL	36602	YES ... DRAWING ATTACHED

Business Contact Person

Name	Title	Phone	Email
Lauren Voke	Esquire	(305) 420-3943	Lauren.Voke@gray-robinson.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Parking Provided	Parking Required	Compliance	Zoning	Approved
N/A	N/A	YES	B-4	YES

Comments: **Okay, per previous approvals.**

Print Name	Signature	Date
PAYTON ROGERS		08/30/2023

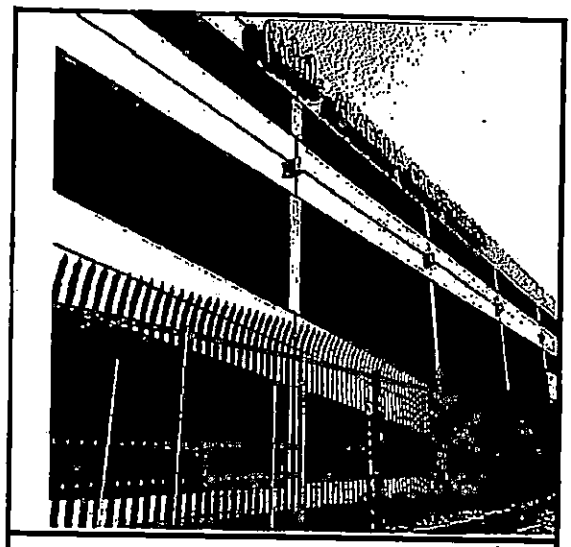
REVENUE COMMISSIONER
PROPERTY RECORD CARD - 2023

P. O. BOX 1169
MOBIILE AL 36633-1169
Tel: 251-574-8545
Printed On: 6/26/2023

Parcel 29 06 40 0 012 008.001
Land Use32 - INDUSTRIAL
Nbh COCHRANE BRIDGE SOUTH INDUSTRIALS
Mun. 14 LF: 0% BF: 0%
Assmt: 2
Cycle/Dt. 2 3/1/2021
Zoning/C
Terr 1
Current Owners:
MOBILE CITY OF
REAL ESTATE DEPT, 4TH FLOOR

P O BOX 1827, OFFICE OF CITY CLERK
MOBILE, AL 36633

Last Modified: 03/01/2021
Review: COMPLETED [NO CHANGE]
BRAD RHODES


KEY: 3402269 ACC NO - 03402269 CODE -

Land Value	$1,741,200.00
CU Deactivated	$0.00
Bldg 1	$17,717,700.00
MISCIMP-1	$249,100.00
MISCIMP-2	$54,000.00
MISCIMP-3	$1,006,300.00
MISCIMP-4	$2,671,000.00
Total Appr. Value	$23,439,300.00
Total Living Area:	70386 sqft.
Property Address:	Edit

Land Computation Edit

Acc. No: 03402269 Sort Code - M 645616

CODE	CLS	LAND USE	ACTUAL FRONTAGE	EFFECTIVE FRONTAGE	EFFECTIVE DEPTH	UNIT PRICE	DEPTH FACTOR	ACTUAL PRICE	INFLUENCE FACTOR	MARKET VALUE	CU UNIT PRICE	CU. VALUE
SQFT	MT/32	2	32 INDUSTRIAL	141736.46 SQ. FT		3.9			8:215 315%	$1,741,200.00	0-0	add

CALC ACREAGE: 3.254 LEGAL ACREAGE: 0.000 TOTAL ACRES: 3.254

Rollback/Homesite/Miscellaneous

Legal Description

SUB DIVISON1:
SUB DIVISON2:
MAP BOOK: PAGE:
MAP BOOK: PAGE:

PRIMARY BLOCK:
PRIMARY LOT:
SECONDARY BLOCK:
SECONDARY LOT:

CONDO NAME:
CONDO BOOK: PAGE: Units:

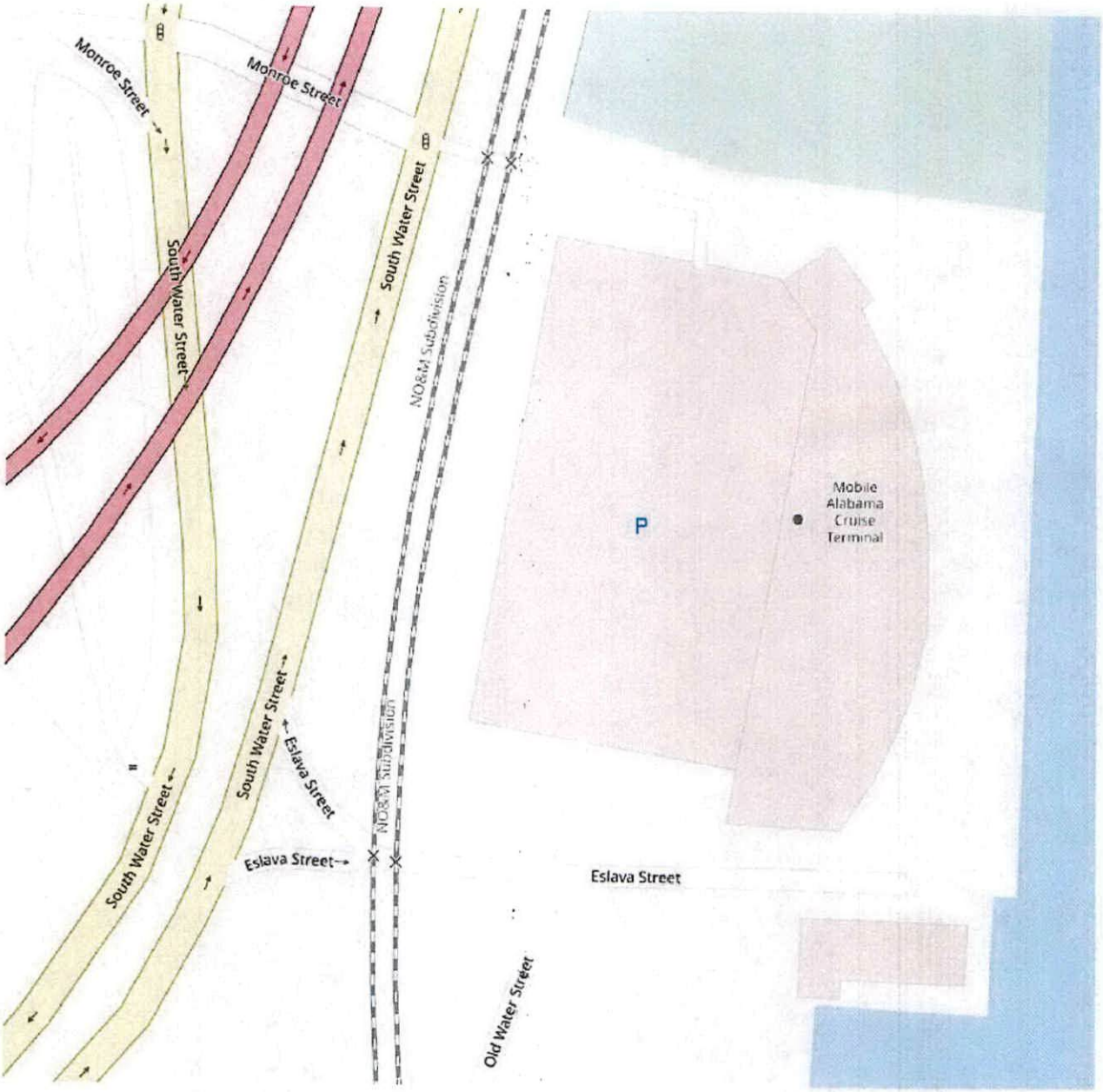
METES AND BOUNDS: LOT 2 MOBILE LANDING S/D MBK 105/89 #SEC 40 T4S R1W #MP29 06 40 0 012

Sales Information New Sale

6/2/2003	$0	BOOK:0 PAGE:0	Land	MOBILE CITY OF

Notes

7/6/2008	MIGRATION	CRUISE SHIP PARKING GARAGE



201 S Water Street, Mobile, AL 36602

CARNIVAL SPIRIT®



88,500
GROSS TONNAGE

963
LENGTH IN FEET

2,124
GUEST CAPACITY

930
ONBOARD CREW

Deck Plan • CARNIVAL SPIRIT®

ACCOMMODATIONS SYMBOL LEGEND

- ★ 2 Twin Beds (convert to King) and Single Sofa Bed
- • 2 Twin Beds (convert to King) and 1 Upper Pullman
- : 2 Twin Beds (convert to King) and 2 Upper Pullmans
- † 2 Twin Beds (convert to King) and Double Sofa Bed
- ■ 2 Twin Beds (convert to King), Single Sofa Bed and 1 Upper Pullman

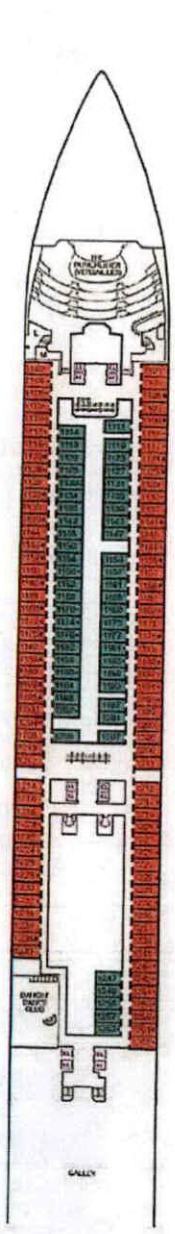
- Interconnecting staterooms *(ideal for families and groups of friends)*
- U Unisex Wheelchair Accessible Restroom
- All accommodations are non-smoking.

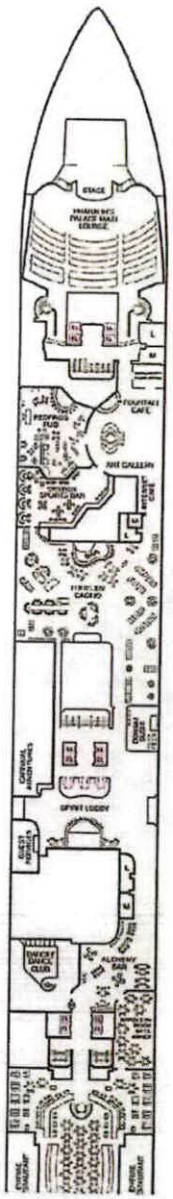
Stateroom features and layouts may vary. Deck plan is subject to change.

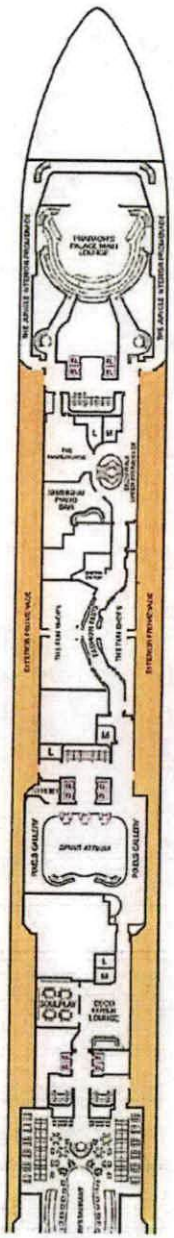
Accessible staterooms are available for guests with disabilities. For details, please contact: **For US guests:** Call Guest Access Services at 1-800-438-6744 ext. 70025, or visit https://www.carnival.com/about-carnival/special-needs.aspx **For Australia and New Zealand guests:** Call the Carnival Reservations Department. Guest Services: Australia 13 31 94; New Zealand 0800 442 095.

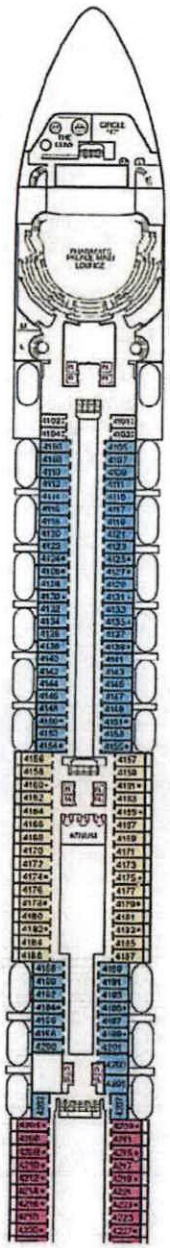
CATEGORIES

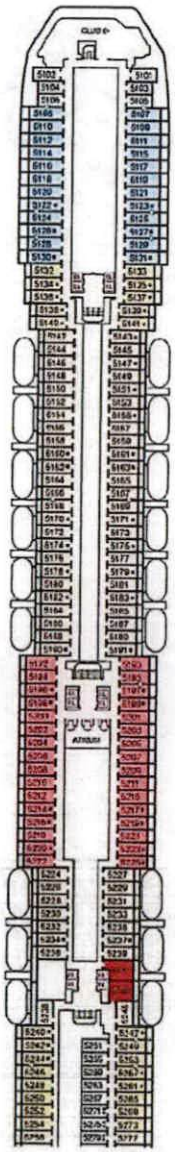
- 1B 1D 1C 1A 1E Interior
- 4K Interior with Window (obstructed views)
- 6A Ocean View
- 7A Balcony (obstructed views)
- 2A 2B 2C 2D 2E 2F Balcony
- 2J 2K Extended Balcony
- 2M 2N Aft-View Extended Balcony
- 1K Premium Balcony (obstructed views)
- 1G Premium Balcony
- Junior Suite
- 4C Ocean Suite
- VS Vista Suite
- GS Grand Suite

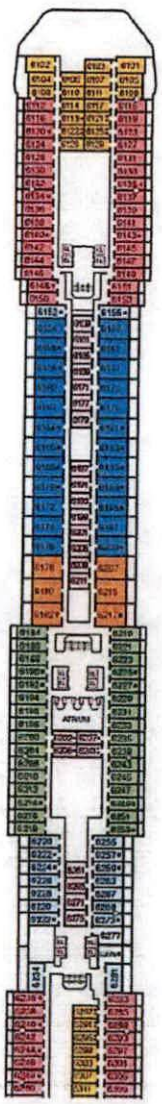


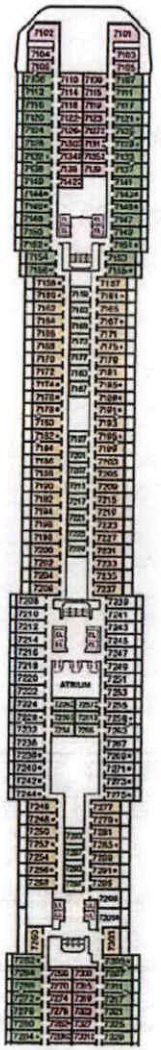














CARNIVAL SPIRIT

ACCOMMODATIONS SYMBOL LEGEND

- ★ 2 Twin Beds (convert to King) and Single Sofa Bed
- • 2 Twin Beds (convert to King) and 1 Upper Pullman
- : 2 Twin Beds (convert to King) and 2 Upper Pullmans
- ■ 2 Twin Beds (convert to King), Single Sofa Bed and 1 Upper Pullman
- † 2 Twin Beds (convert to King) and Double Sofa Bed

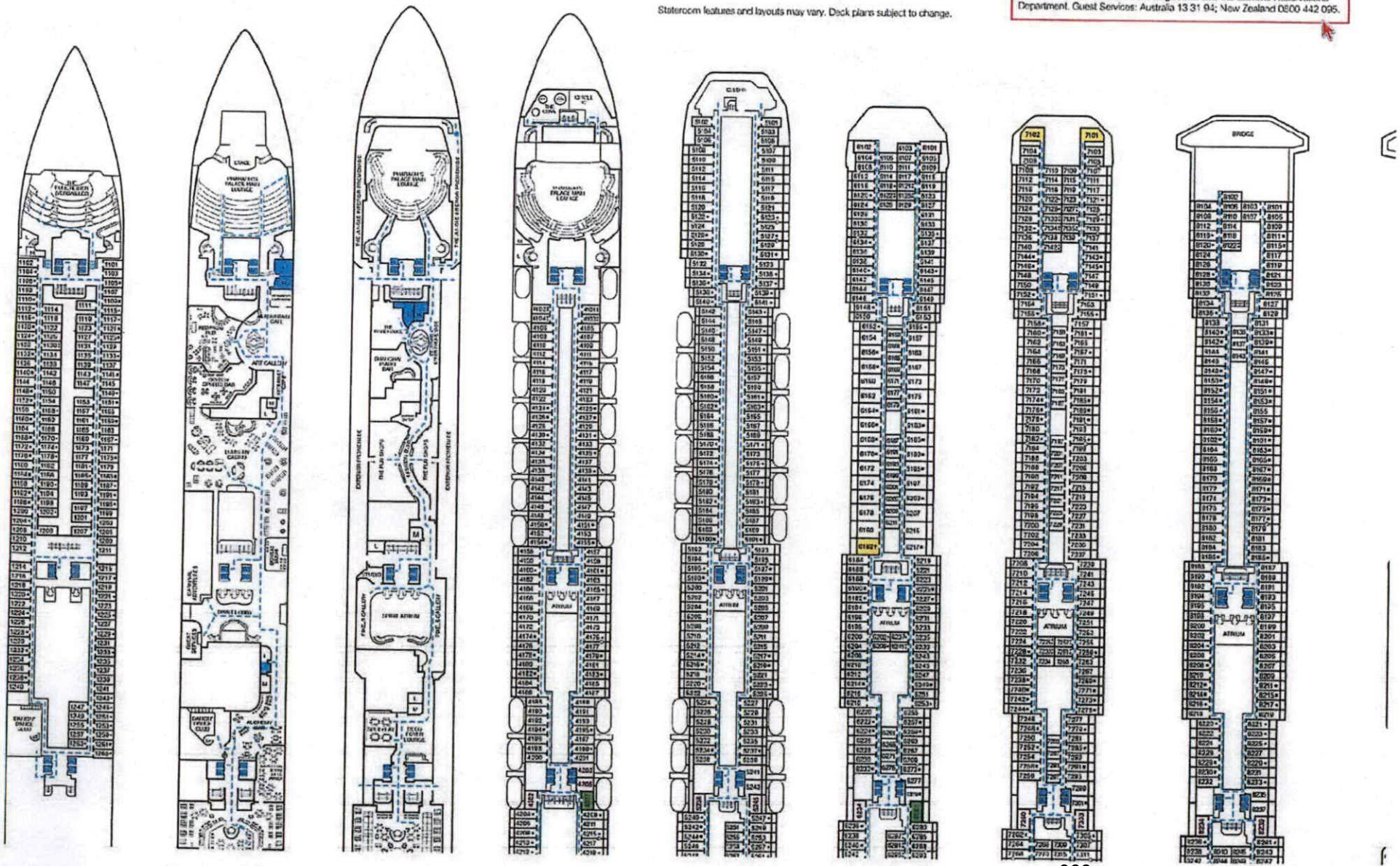
◁ Connecting Staterooms *(ideal for families and groups of friends)*
U Unisex Wheelchair Accessible Restroom
All accommodations are non-smoking.

--- Accessible Routes including Ramps
■ Restrooms, Elevators, Lifts and other Accessible Areas
■ Fully Accessible Staterooms (FAC)
■ Fully Accessible Staterooms – Single Side Approach (FAC-SSA)
Ambulatory Accessible Staterooms (AAC)

Stateroom features and layouts may vary. Deck plans subject to change.

DECK PLANS

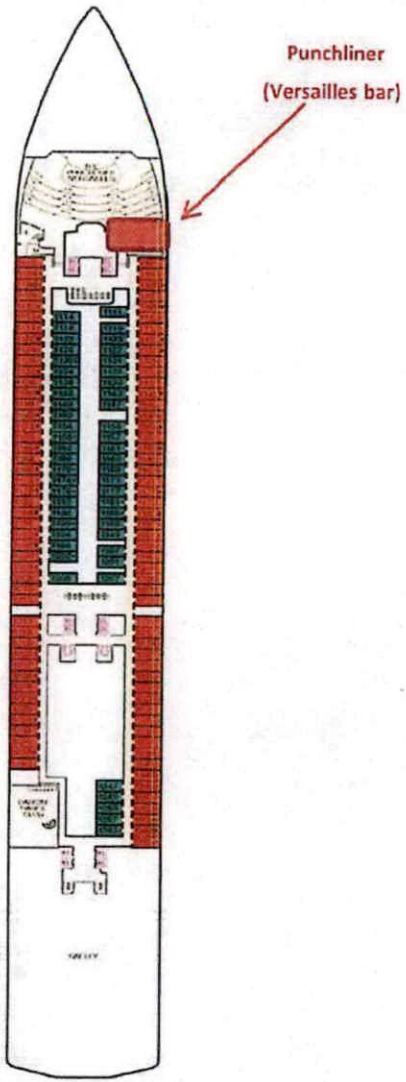
For specific ship accessibility features, please contact:
For US guests: Call Guest Access Services at 1-800-438-6744 ext. 70025, or visit https://www.carnival.com/about-carnival/special-needs.aspx
For Australia and New Zealand guests: Call the Carnival Reservations Department. Guest Services: Australia 13 31 94; New Zealand 0800 442 095.



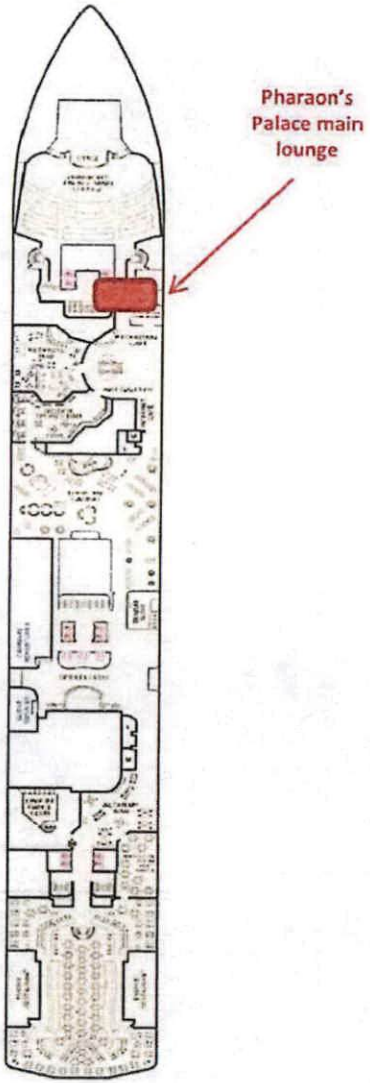
SPIRIT BAR LOCATIONS		
SERIAL #	BAR NAME	LOCATION
1	Punchliner (Versailles bar)	DECK 1 FWD
2	Pharaon's Palace main lounge	DECK 2 FWD STBD
3	Wine Service Bar	DECK 2 AFT PORT
4	Red Frog Pub	DECK 2 FWD PORT
5	Sports Bar	DECK 2 FWD PORT
6	Casino Bar	DECK 2 FWD
7	Spirit Lobby Bar	DECK 2 MID
8	Alchemy Bar	DECK 2 AFT STBD
9	Dancin' Dance Night Club	DECK 2 AFT PORT
10	Fountaine Java café	DECK 2 FWD STBD
11	Shanghai Piano Bar	DECK 3 FWD PORT
12	Deco Foyer Bar	DECK 3 AFT STBD
13	Blue Iguana Tequila Bar	DECK 9 MID PORT
14	Red Frog Rum Bar	DECK 9 MID STBD
15	Serenity Bar	DECK 9 AFT
16	Steakhouse Bar	DECK 11 MID
17		

CARNIVAL SPIRIT BARS, DECK 1 and DECK 2

BAR # 1
Punchliner (Versailles bar)



BAR # 2
Pharaon's Palace main lounge

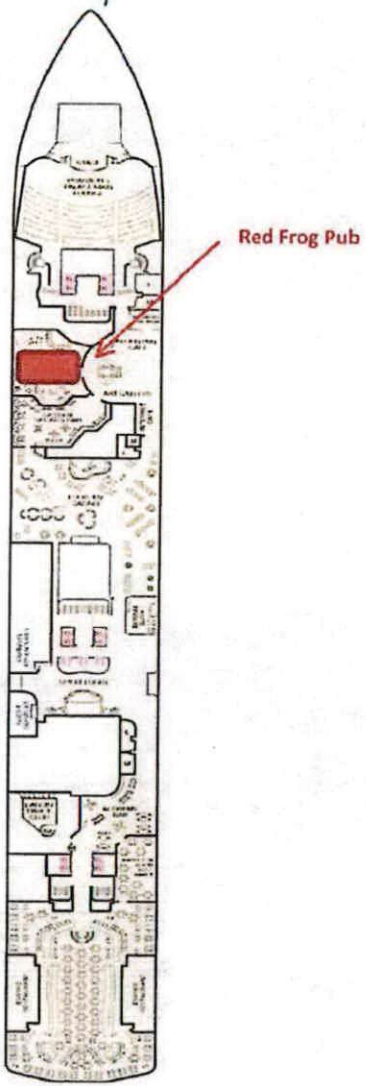


BAR # 3
Wine Service Bar

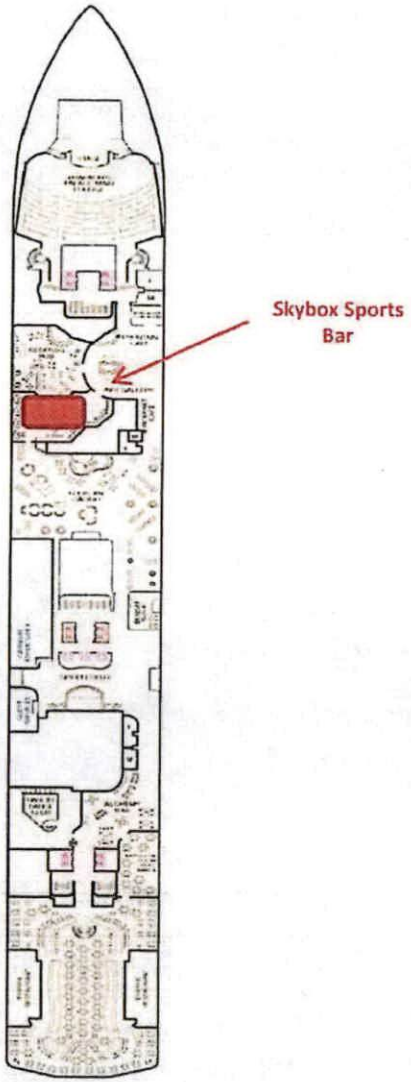


CARNIVAL SPIRIT BARS DECK 2

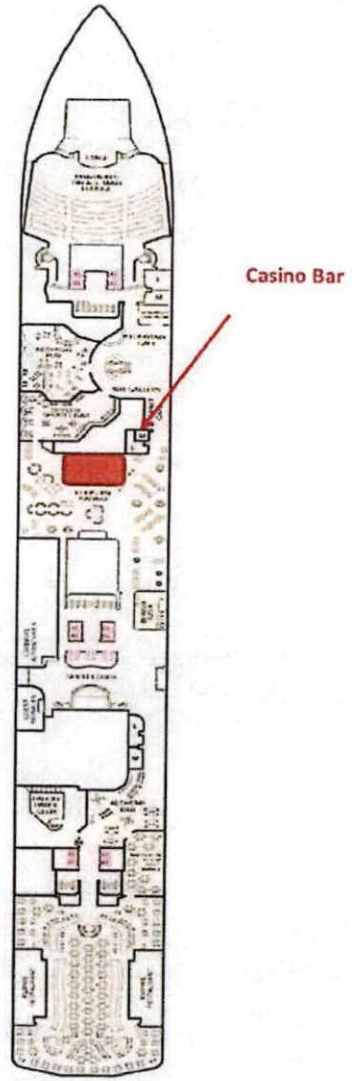
BAR # 4
Red Frog Pub



BAR # 5
Skybox Sports Bar



BAR # 6
Casino Bar

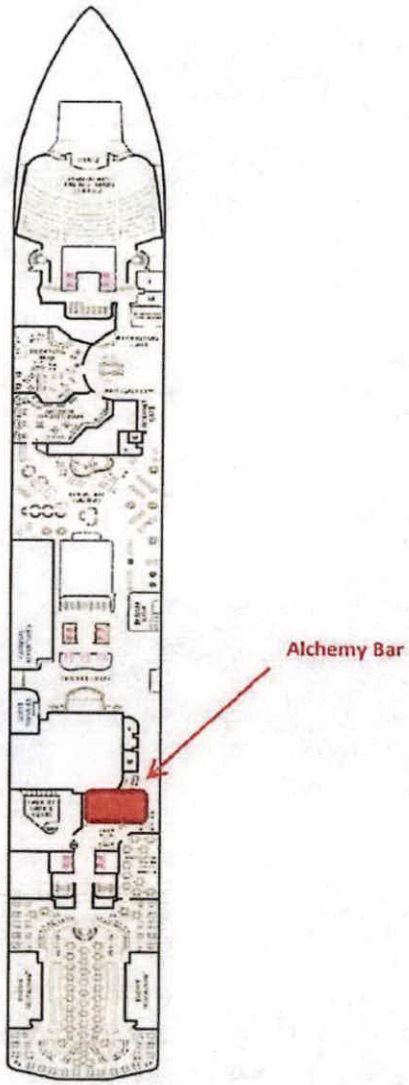


CARNIVAL SPIRIT BARS DECK 2

BAR # 7
Spirit Lobby Bar



BAR # 8
Alchemy Bar

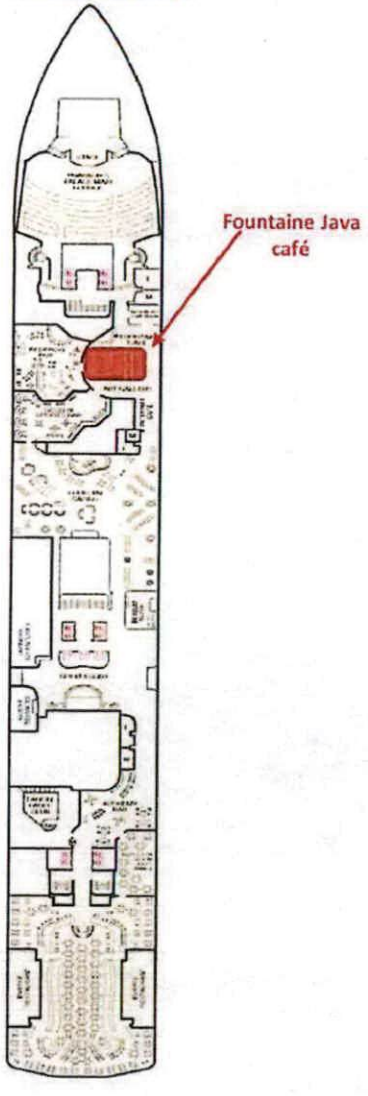


BAR # 9
Dancin' Dance Night Club

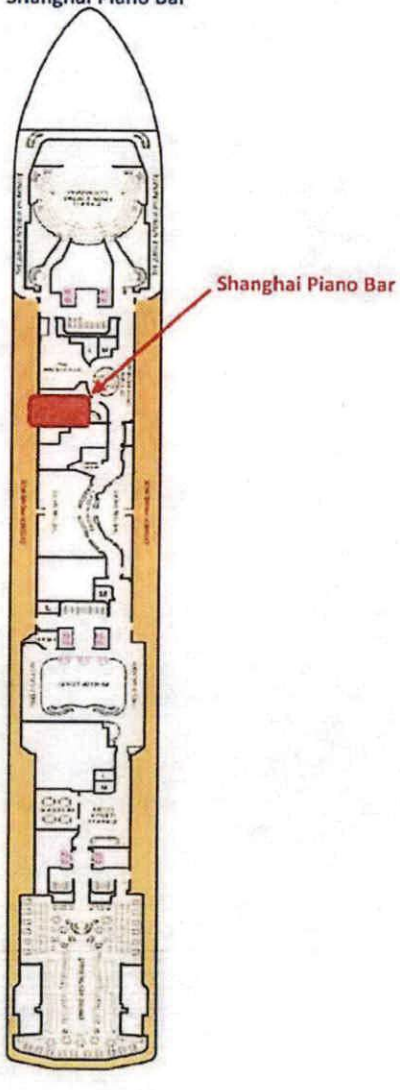


CARNIVAL SPIRIT BARS DECK 2 AND DECK 3

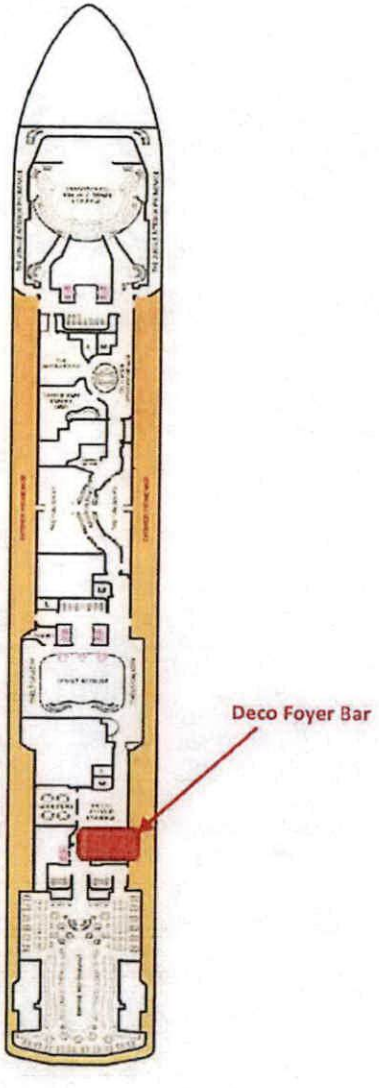
BAR # 10
Fountaine Java café



BAR # 11
Shanghai Piano Bar

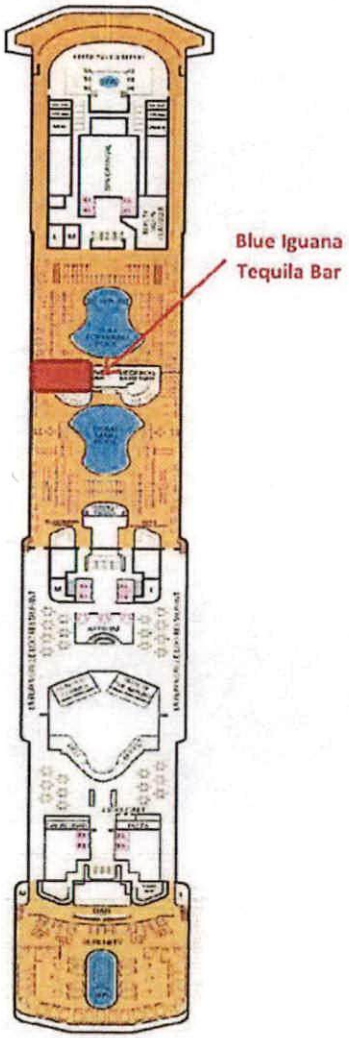


BAR # 12
Deco Foyer Bar

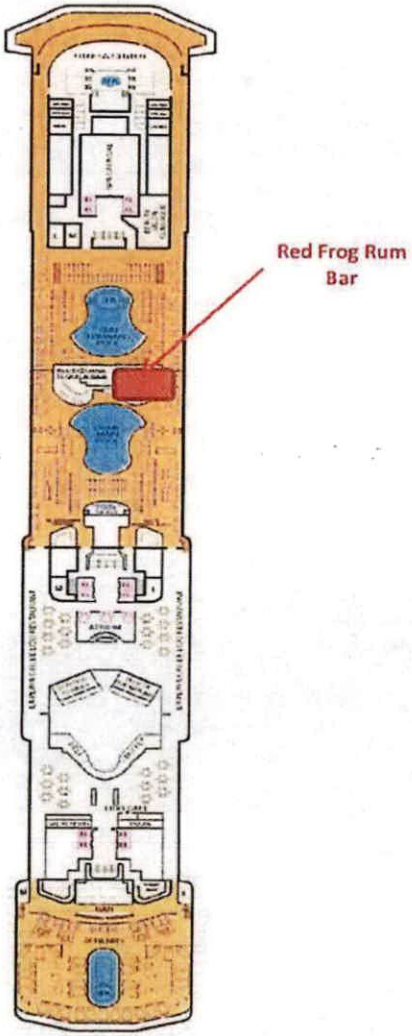


CARNIVAL SPIRIT BARS DECK 9

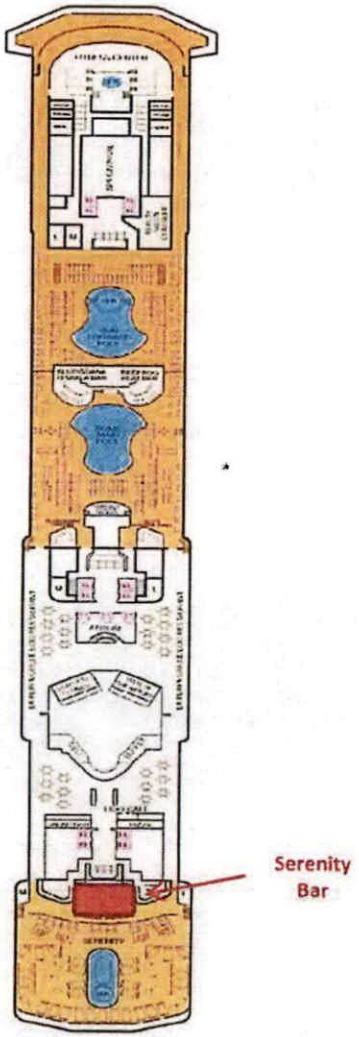
BAR # 13
Blue Iguana Tequila Bar



BAR # 14
Red Frog Rum Bar

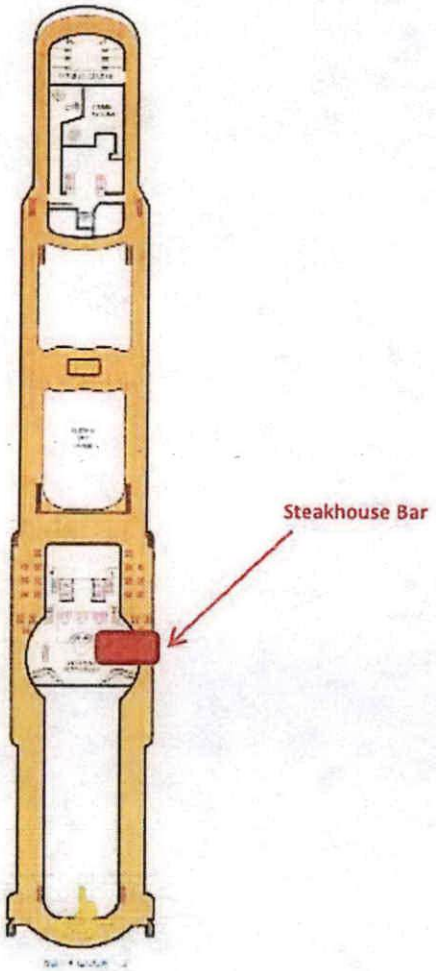


BAR # 15
Serenity Bar

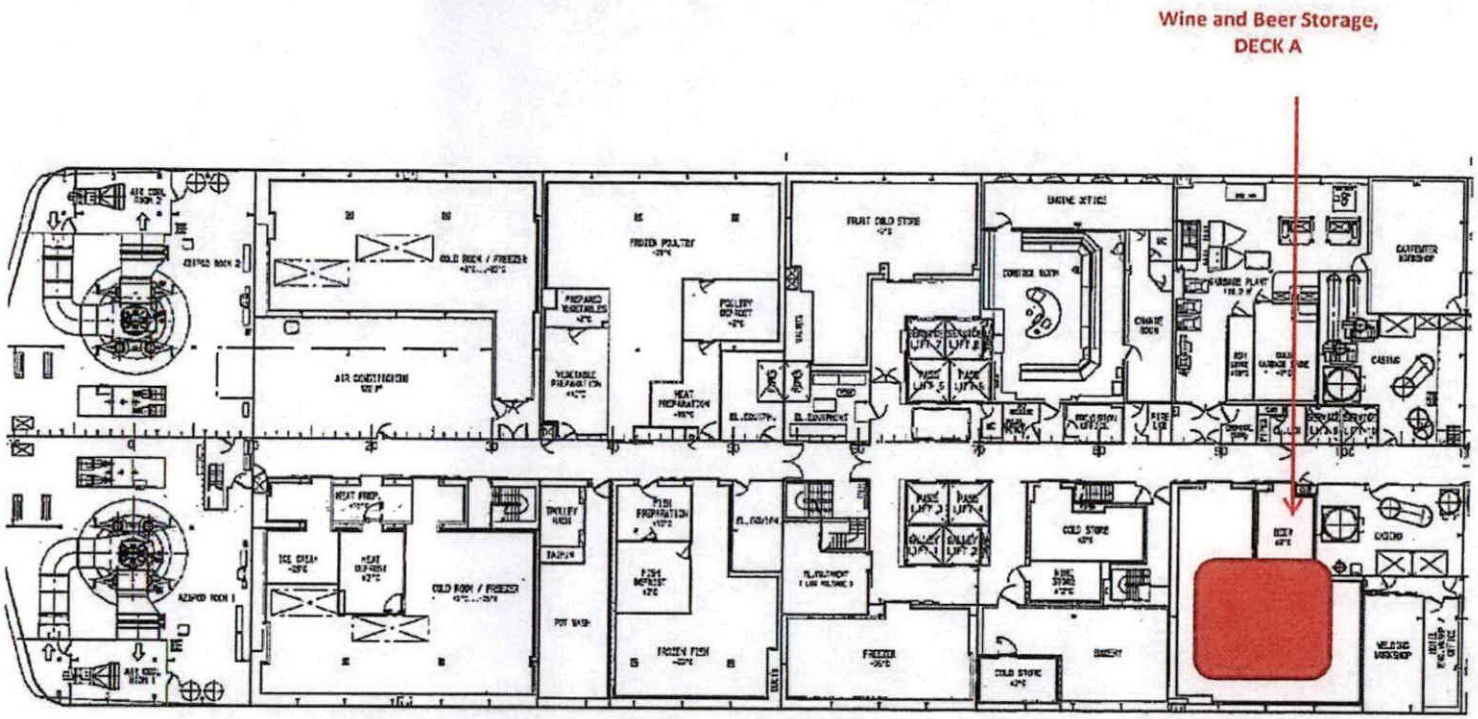


CARNIVAL SPIRIT BARS DECK 11

BAR # 16
Red Frog Rum Bar

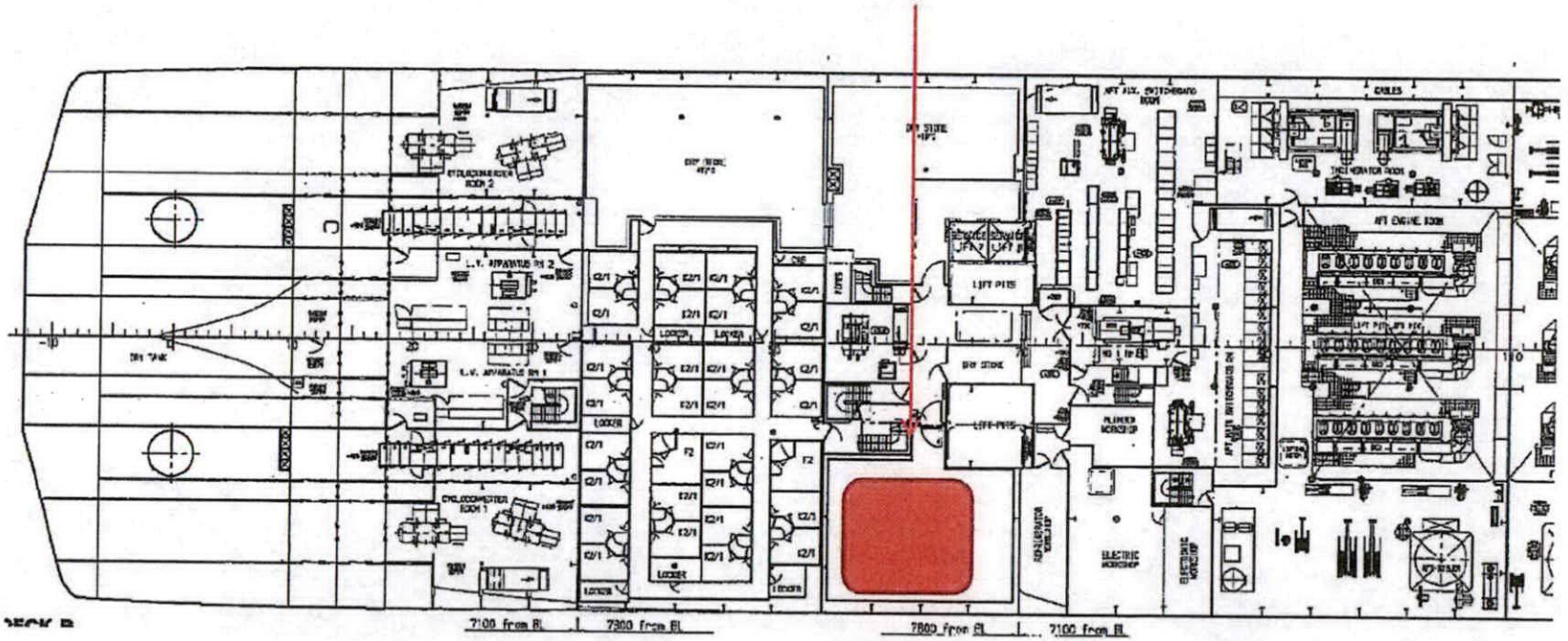


CARNIVAL SPIRIT STORAGE DECK A



CARNIVAL SPIRIT STORAGE DECK B

Spirit Cat 14 Storage,
DECK B



ParcelNo	NAME1	NAME2	Address1	Address2	CITY	STATE	ZIP
29 06 40 0 012 002.001	MOBILE CITY OF		C/O REAL ESTATE DEPT	P O BOX 1827	MOBILE	AL	36633
29 06 40 0 012 003.XXX	CSX TRANSPORTATION INC		P O BOX 5006		HOUSTON	TX	77262-5006
29 06 40 0 012 004.XXX	BUFFALO MARINE SERVICE INC		1701 I-65 WEST SERVICE RD N		MOBILE	AL	36618
29 06 40 0 012 004.001	STATE OF ALABAMA	DEPARTMENT OF TRANSPORTATION	265 S WATER ST		MOBILE	AL	36602
29 06 40 0 012 005.XXX	STATE OF ALABAMA		P O BOX 1827	OFFICE OF CITY CLERK	MOBILE	AL	36633
29 06 40 0 012 008.XXX	MOBILE CITY OF	REAL ESTATE DEPT, 4TH FLOOR	P O BOX 1827	OFFICE OF CITY CLERK	MOBILE	AL	36633
29 06 40 0 012 008.001	MOBILE CITY OF	REAL ESTATE DEPT, 4TH FLOOR	P O BOX 1827	OFFICE OF CITY CLERK	MOBILE	AL	36633
29 06 40 0 011 131.XXX	MOBILE CITY OF	REAL ESTATE DEPT, 4TH FLOOR	P O BOX 1827	OFFICE OF CITY CLERK	MOBILE	AL	36633
29 06 40 0 011 132.XXX	MOBILE CITY OF	REAL ESTATE DEPT, 4TH FLOOR	508A W JONES ST		SAVANNAH	GA	31401-3123
29 06 40 0 011 138.XXX	IMAGE ROYAL LLC		508A W JONES ST		SAVANNAH	GA	31401-3123
29 06 40 0 011 139.XXX	IMAGE ROYAL LLC		PO BOX 2641		BIRMINGHAM	AL	35291
29 06 40 0 011 140.XXX	ALABAMA POWER CO	C/O TREASURY/FINANCE	205 GOVERNMENT PLAZA	OFFICE OF CITY CLERK	MOBILE	AL	36644
29 06 40 0 011 145.XXX	MOBILE CITY OF		PO BOX 868		WOODSTOCK	NY	12498-0868
29 06 40 0 011 145.001	FORT CONDE RESTORATION VENTURE LLC	C/O POSNER-VOLPER CO INC	205 GOVERNMENT PLAZA	OFFICE OF CITY CLERK	MOBILE	AL	36644
29 06 40 0 011 146.XXX	MOBILE CITY OF		165 SAINT EMANUEL ST		MOBILE	AL	36602-3006
29 06 40 0 011 146.001	FORT CONDE RESTORATION VENTURE LLC		205 GOVERNMENT PLAZA	OFFICE OF CITY CLERK	MOBILE	AL	36644
29 06 40 0 011 147.XXX	MOBILE CITY OF		PO BOX 868		WOODSTOCK	NY	12498-0868
29 06 40 0 011 147.001	FORT CONDE RESTORATION VENTURE LLC	C/O POSNER-VOLPER CO INC	205 GOVERNMENT PLAZA	OFFICE OF CITY CLERK	MOBILE	AL	36644
29 06 40 0 011 148.XXX	MOBILE CITY OF		PO BOX 868		WOODSTOCK	NY	12498-0868
29 06 40 0 011 148.001	FORT CONDE RESTORATION VENTURE LLC	C/O POSNER-VOLPER CO INC	P O BOX 1827	OFFICE OF CITY CLERK	MOBILE	AL	36633
29 06 40 0 011 149.XXX	MOBILE CITY OF	REAL ESTATE DEPT, 4TH FLOOR	205 GOVERNMENT PLAZA	OFFICE OF CITY CLERK	MOBILE	AL	36644
29 06 40 0 011 153.XXX	MOBILE CITY OF		1701 I-65 WEST SERVICE RD N		MOBILE	AL	36618
29 06 40 0 011 251.XXX	STATE OF ALABAMA, ALABAMA DEPT OF		1701 I-65 WEST SERVICE RD N		MOBILE	AL	36618
29 06 40 0 011 252.XXX	STATE OF ALABAMA, ALABAMA DEPT OF						

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

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
packet	Cover Memo	9/7/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/7/2023 - 11:24 AM

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

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

Type of application:	Special Events Retail
Submitted by:	Bottles Up Mobile, Inc.
Location:	Sip N Paint Mardi Gras Park 109 Government Street Mobile, AL 36602

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
September 1, 2023	NEW APPLICATION	2023 - 5594	12969	September 12, 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)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

BOTTLES UP MOBILE INC

Trade Name (DBA)

SIP N PAINT

Location Address

109 GOVERNMENT STREET (MARDI GRAS PARK) **MOBILE** **AL 36602**

Comments

EVENT DATE
SEPTEMBER 25 2023

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

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PO Box 1151 Montgomery AL 36101

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Legal Business Name

BOTTLES UP MOBILE INC

Trade Name (DBA)

SIP N PAINT

Location Address

109 GOVERNMENT STREET (MARDI GRAS PARK) **MOBILE** **AL 36602**

Comments

EVENT DATE
SEPTEMBER 25 2023

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
September 1, 2023	NEW APPLICATION	2023 - 5594	12969	September 12, 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)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

BOTTLES UP MOBILE INC

Trade Name (DBA)

SIP N PAINT

Location Address

109 GOVERNMENT STREET (MARDI GRAS PARK) **MOBILE** **AL 36602**

Business Contact Person Information			
Name	Title	Phone	Email
T BRATTON MCGREGOR	MEMBER	(251) 604-4776	BARGUY@BOTTLESUPMOBILE.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? **06.27.2018**

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
September 1, 2023	NEW APPLICATION	2023 - 5594	12969	September 12, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
140 - SPECIAL EVENTS RETAIL	

Business Information

Legal Business Name	Trade Name (DBA)
BOTTLES UP MOBILE INC	SIP N PAINT

Business Structure Type	Incorporation Date	Entity ID	State	County
CORP - CORPORATION	12.22.2021	958-345	AL	MOBILE

Federal Tax ID (FEIN)	AL State Tax ID
87-4118229	R011297283

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
109 GOVERNMENT STREET (MARDI GRAS PARK)	MOBILE	AL	36602

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
	GRAND BAY	AL	36541

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

Business Contact Person Information

Name	Title	Phone	Email
T BRATTON MCGREGOR	MEMBER ☐ POA	(251) 604-4776	BARGUY@BOTTLESUPMOBILE.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
CITY OF MOBILE	(251) 208-7411	

Property Owner Address	City	State	Zip Code
205 GOVERNMENT STREET	MOBILE	AL	36602

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
		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)	
MCGREGOR, THOMAS BRATTON	MEMBER		
Home Street Address	City	State	Zip Code
		AL	
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile Number
	SAUDI ARABIA		

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)	
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

BM 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.

BM 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.

BM 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.

BM 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.

BM 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.

BM 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
Braxton McCrary	8.29.23
Owner/Applicant Signature	**Title**
B M	President

Sworn to and subscribed before me this 29th day of AUGUST 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

August 29, 2023

SPEC EVNT - BOTTLES UP INC - CITY EVENTS

10349 TAYLOR HARPER BOULEVARD

GRAND BAY, AL 36541 USA

ACCOUNT NUMBER: 124969 TERRITORY A-L

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1512827	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$300.00	$0.00	$0.00	$250.00

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

08/29/2023 09:44AM JESSICA C
035692-0001

BUSINESS LICENSE

BOTTLES UP MOBILE INC	
124969	
2023 Item: 938	
SALES TAX CITY	$20.05
BOTTLES UP MOBILE INC	
124969	
2023 Item: 937	
SALES TAX CITY	$18.85
BOTTLES UP MOBILE INC	
124969	
2023 Item: 1512827	
ALCOHOL APPLICATION FEE	$50.00
	$88.90
Subtotal	**$88.90**
TP CC FEE	$2.67
Total	**$91.57**
REVENUE CC	$91.57

**********6420
Ref=0e401c95-def7-4f33-a6e4-49356ef225aa
Auth=02412G

Change due **$0.00**

Paid by: MCGREGOR/BRATTON

Thank you for your payment

CUSTOMER COPY

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

Tyler Technologies, Inc

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
  - [ ] Required drawing for Urban Development (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)
- [ ] Bureau of Fire Prevention - Fire Inspection Report
- [x] Existing Business - ALL license renewals & taxes must be paid in FULL on existing license/taxes
- [x] Payment for business license and all required coding

Person Completeing Application Printed Name	Date
Bratton McGregor	8.16.23
Person Completeing Application Signature	**Title**
B McGregor	President

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
8.16.23	YES	12.27.21	

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

License Type applied for with Alabama ABC Board	

Business Information

Business Description/Activity	Other Explain
OTHER (explain)	Beverage Catering Services

Legal Business Name	Trade Name (DBA)
Bottles Up Mobile Inc.	Bottles Up Mobile Inc.

Business Structure (SP, LLC, Corp, etc.)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
CORPORATION	12.27.23	n/a

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
d.		AL	

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

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

City	State	Zip Code	Business Phone Number	Building Type
	AL			

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?
2516044776	87-4118229	R011297283	COMPANY MAIL ADDRE

Business Contact Person Information

Name	Title	Phone	Email
Bratton McGregor	President	2516044776	barguy@bottlesupmobile.com

Land/Building Information

Do you own or rent/lease the property?

Property Owner Name	Do you have a legal description of property?
City of Mobile - Mardi Gras Park	Required - see page 3 of this application

Property Owner Address	Prop Owner Phone	Property Owner Email
109 Government St.	251.208.1551	jonni.nottingham@cityofmobile.org

Property Owner City	State	Zip Code	Building Seating Capacity	Building Square Footage
			n/a	n/a

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

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
B McG	President - 8.16.23
Owner/Applicant Signature	**Title**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230821135139640

Type License: 140 - SPECIAL EVENTS RETAIL **State:** $150.00 **County:** $150.00

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

Trade Name: SIP N PAINT **Filing Fee:** $50.00

Applicant: BOTTLES UP MOBILE INC **Transfer Fee:**

Location Address: 109 GOVERNMENT ST MARDI GRAS PARK MOBILE, AL 36602

Mailing Address:

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

Product Type: **Type Ownership:** CORPORATION

Book, Page, or Document info: 958 345

Do you sell Draft Beer?:

Date Incorporated: 12/22/2021 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 12/22/2021

Federal Tax ID: 87-4115229 **Alabama State Sales Tax ID:** R011297283

Name:	Title:	Date and Place of Birth:	Residence Address:
THOMAS BRATTON MCGREGOR 7003378 - AL	PRESIDENT	09/22/1983 DHAHRAN SAUDI ARABIA	10349 TAYLOR HARPER BLVD GRAND BAY, AL 36541

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: THOMAS MCGREGOR **Home Phone:** 251-604-4776
Business Phone: 251-604-4776 **Cell Phone:** 251-604-4776
Fax: **E-mail:** BARGUY@BOTTLESUPMOBILE.COM

PREVIOUS LICENSE INFORMATION: Previous License Number(s)
Trade Name: License 1:
Applicant: License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230821135139640

If applicant is leasing the property, is a copy of the lease agreement attached? NO
Name of Property owner/lessor and phone number: CITY OF MOBILE 251-208-1551
What is lessors primary business? CITY GOVERNMENT
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

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

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 99999 Display Square Footage:
Building seating capacity: 99999 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230821135139640

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: 09/25/2023 Ending Date: 09/25/2023
Special terms and conditions for special event/special retail:
EVENT WILL BE HELD AT MARDI GRAS PARK ON SEPTEMBER 25, 2023. ENTRACE/EXITS WILL BE CONTROLLED. BEER, WINE AND LIQUOR WILL BE SERVED. NO ALCOHOL IS TO LEAVE THE LICENSE PREMISE. THIS IS A NON RENEWABLE LICENSE.

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

Are there any special restrictions, instructions, and/or conditions for this license?:
EVENT WILL BE HELD AT MARDI GRAS PARK ON SEPTEMBER 25, 2023. ENTRACE/EXITS WILL BE CONTROLLED. BEER, WINE AND LIQUOR WILL BE SERVED. NO ALCOHOL IS TO LEAVE THE LICENSE PREMISE. THIS IS A NON RENEWABLE LICENSE.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230821135139640

Initial each — **Signature page**

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

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

AC — 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.

AC — 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.

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

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

AC — 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.

AC — 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.

AC — 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): Ashley Crocker POA

Signature of Applicant: Ashley Crocker POA

Notary Name (print): Sandy Durham

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

Application Taken: 8/21/23 **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:**

Skinner, Shawn

From: barguy bottlesupmobile.com <barguy@bottlesupmobile.com>
Sent: Monday, August 21, 2023 4:00 PM
To: Skinner, Shawn
Subject: Sip 'N Paint 9/25/23
Attachments: processed-021DEF50-960A-4A54-B46E-40779747B244-4EBB80F7-F07C-4687-BF86-1DFB8EF535C7.jpeg; processed-1F972103-A4D1-4183-A2AE-D1C33921C187-728C8D51-5C93-4ADB-A35C-21702B13C7C3.jpeg; processed-EF51DCD0-8C2F-4775-B836-9A8C18B1667A-AF62E8DC-C93D-4CDF-A590-3134D72682BB.jpeg; processed-EA5347A5-A731-4111-ACE4-1D8E15A0D887-1CBED3BA-3A7A-41AF-800F-E396C4DEF98A.jpeg; processed-8124B700-1640-4440-B180-029E13189FE5-6DD3B13A-22EC-4D0F-9E38-0C4E91449BBF.jpeg; processed-03F0018E-8A4E-4401-A320-2AD5DFF18BFA-AA5C251B-52C3-46C4-97D0-02A2243ACFC4.jpeg; processed-1D966E12-B1C2-479A-BAA9-0B094970EC59-EFEB4C58-7FFC-4C22-9A18-40731A6D1A60.jpeg; processed-5AAD4A43-1A97-4904-8B5B-7B5D90703FA1-E7517785-A7C2-44C9-AE75-4F0CFEC7A986.jpeg; processed-C8D60760-69F2-46BF-8735-37B451CF7546-45C8DB9E-F31A-427E-A428-A4C7AF453746.jpeg; processed-55918CCD-D3CC-4752-BB99-7CD6269516C5-D92B3C50-C7F6-4CE7-A067-597180094464.jpeg; processed-82107B40-DF7B-4B37-A798-00EF9F066493-625AB9A5-5BD0-4306-9281-EE923FC1AFC5.jpeg

CAUTION: External Email

Hi Shawn!
Here is the completed application from Sandy, for another Sip 'N Paint . Let me know if I'm missing anything !

Cheers!
Ashley

Get Outlook for iOS

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
Bratton McGregor	President	

Race	Sex	Date of Birth	Home Address
n/a	MALE		

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

Place of Birth (City, State, Nation)	Mobile Number	Email
Saudi Arabia	2516044776	barguy@bottlesupmobile.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
NO				

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

1-787 (Rev. 01-23-2015)

U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DATE: 07-08-2021

THOMAS BRATTON MCGREGOR
10349 TAYLOR HARPER BLVD GRAND BAY
AL 36541

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

Subject Name

THOMAS BRATTON MCGREGOR

Search Completed Result **07-08-2021** **E2021189000000211368**

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

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

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

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

Any questions may be addressed to the Customer Service Group at (304) 625-5590. You may also visit the Web site at www.fbi.gov for further instructions.

Scott A. Rago
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF FORMATION

1. THE NAME OF THE CORPORATION

BOTTLES UP MOBILE, INC

2. THIS FORM WAS PREPARED BY:

THOMAS B MCGREGOR

3. THE STREET (NO PO BOXES) ADDRESS OF PRINCIPAL OFFICE:

MAILING ADDRESS IN ALABAMA OF PRINCIPAL OFFICE (IF DIFFERENT FROM STREET ADDRESS):

4. THE NAME AND STREET (NO PO BOXES) ADDRESS OF THE REGISTERED AGENT LOCATED AT THE REGISTERED OFFICE (MUST BE LOCATED IN ALABAMA):

THOMAS B MCGREGOR

(D

GISTERED OFFICE (IF DIFFERENT

5. PURPOSE FOR WHICH CORPORATION IS FORMED (THE PURPOSE INCLUDES THE TRANSACTION OF ANY LAWFUL BUSINESS FOR WHICH CORPORATIONS MAY BE INCORPORATED IN ALABAMA UNDER TITLE 10A, CHAPTER 2A OF THE CODE OF ALABAMA.):

CATERING SERVICE - BAR AND ANY OTHER LEGAL PURPOSE

(FOR SOS OFFICE USE ONLY)

Alabama
Sec. Of State

958-345 D/C

Date	12/22/2021
Time	15:54:00
File	$100.00
County	$100.00
Exp	$0.00
Total	$200.00

6. NUMBER OF SHARES THE CORPORATION IS AUTHORIZED TO ISSUE: 1 PAR VALUE (OPTIONAL): 1,000

7. PERIOD OF DURATION SHALL BE PERPETUAL UNLESS STATED OTHERWISE BY AN ATTACHED EXHIBIT.

8. INCORPORATOR(S)

Incorporator	Office Address	Mailing Address
THOMAS B MCGREGOR B		

10. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.

☐ ATTACHED ARE ANY OTHER PROVISIONS THAT ARE NOT INCONSISTENT WITH LAW RELATING TO ORGANIZATION, OWNERSHIP, GOVERNANCE, BUSINESS, OR AFFAIRS OF THE CORPORATION.

12/22/2021
DATE

THOMAS B MCGREGOR PRESIDENT
ELECTRONIC SIGNATURE & TITLE/CAPACITY

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:

BOTTLES UP MOBILE, INC

This name reservation is for the exclusive use of THOMAS B MCGREGOR, 10349 TAYLOR HARPER BLVD, GRAND BAY, AL 36541 for a period of one year beginning December 22, 2021 and expiring December 22, 2022

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 22, 2021

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES992969

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

Date of this notice: 12-27-2021

Employer Identification Number:
87-4118229

Form: SS-4

Number of this notice: CP 575 A

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

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

BOTTLES UP MOBILE INC
10349 TAYLOR HARPER BLVD
GRAND BAY, AL 36541

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 87-4118229. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

Form 941	04/30/2022
Form 940	01/31/2023
Form 1120	04/15/2022

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:

BOTTLES UP MOBILE INC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011297283	01/1/2023	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

Derrick Coleman

Deputy Commissioner

NAICS CODE: 722320

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

10349 TAYLOR HARPER BLVD GRAND BAY AL 36541-2801

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
OTHER (explain)	140 - SPECIAL EVENTS RETAIL
Legal Business Name	**Trade Name (DBA)**
BOTTLES UP MOBILE INC	SPECIAL EVENT - SIP N PAINT SEPTEMBER 25 2023

Physical Address of Business (Street Name, Suite #)	Building Square Footage	Building Stand alone or attached
109 GOVERNMENT STREET (MARDI GRAS PARK)	N/A	N/A

City	State	Zip Code	Did you include the REQUIRED drawing with this sheet? (see pg 5)
MOBILE	AL	36602	YES ... DRAWING ATTACHED

Business Contact Person

Name	Title	Phone	Email
BRATTON MCGREGOR	OWNER	(251) 604-4776	BARGUY@BOTTLESUPMOBILE.COM

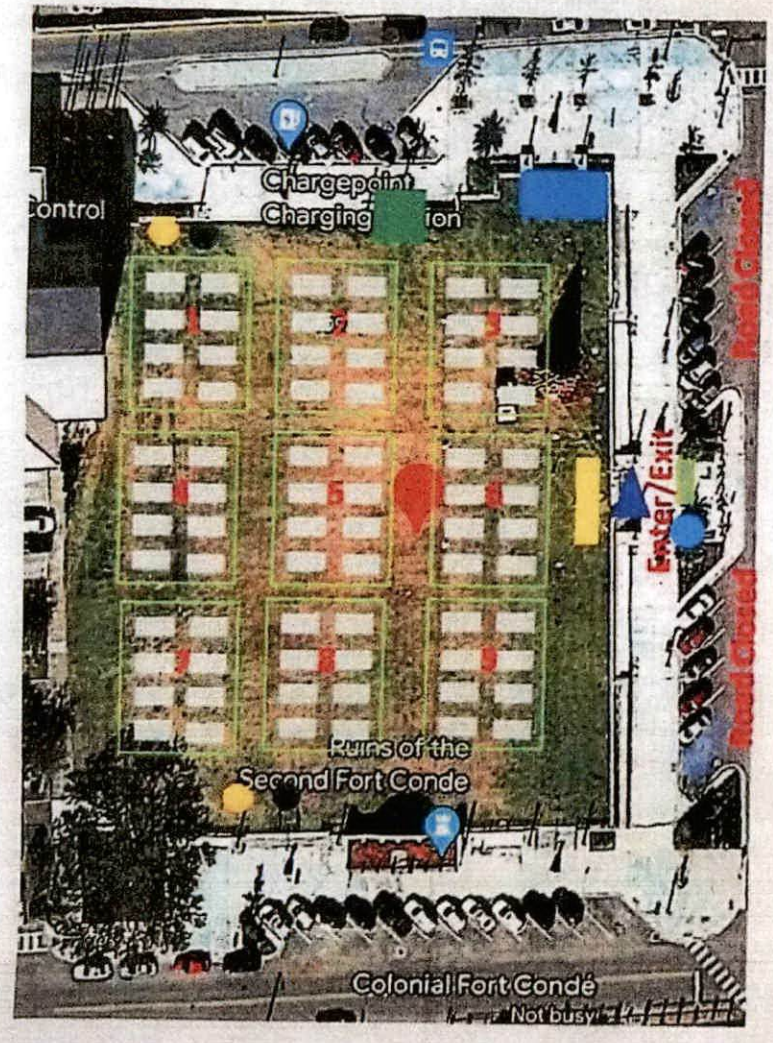
PLANNING & ZONING DEPARTMENT USE ONLY

Parking Provided	Parking Required	Compliance	Zoning	Approved
N/A	N/A	N/A	T5.2	Yes

Comments

The site is within the Downtown Development District and is exempt from off-street parking requirements.

Print Name	Signature	Date
Tiffany Green	Tiffany Green	08/22/2023



- DJ
- Bar
- Alpha Lit
- Balloon Arch
- Check in
- Paint Table
- Canvas table
- MPRD Information Table
- Sections

73 tables 292 chairs



109 Government St.
Mobile, AL 36602

Ashley Crocker POH
8/21/23

City of Mobile
Parks & Recreation Department
48 N. Sage Avenue
Mobile, Alabama 36607

PARKS AND RECREATION

To Whom It May Concern,

The City of Mobile Parks and Recreation Department will be hosting an event, Sip 'N Paint, on 9/25/23. The event will begin at 6:00pm and end at 9:00 pm.

The Sip 'N Paint event takes place at Mardi Gras Park, 109 Government Street, Mobile, AL 36602.

The City of Mobile will be leasing space at the event to Bottles Up Mobile, Inc. to provide bar services during the event. Bottles Up Mobile, Inc. will be able to set up a bar location within the event space, in Mardi Gras Park, during the event hours on 9/25/23.

If you have any questions, please feel free to reach out.

Thank you,

Saint Hope Walker
Office Assistant
City of Mobile Parks and Recreation Department
Events Division

City of Mobile
Parks & Recreation Department
48 N. Sage Avenue
Mobile, Alabama 36607

PARKS AND RECREATION

Scheduling Confirmation

Facility: Mardi Gras Park – 109 Government Street, Mobile, AL 36602

Applicant: Bottles Up Mobile, Inc. 10349 Taylor Harper Blvd., Grand Bay, AL 36541 - (251) 604-4776

Event: Sip 'N Paint

Reservation Date

From: 9/25/23 at 6:00pm
To: 9/25/23 at 9:00pm

Reservation Fee: $0.00
Security Deposit: $0.00
Total Amount: $0.00

Payment Records
Amount Paid: $0.00
Amount Due: $0.00

Applicant Signature

Rentals Representative Signature

8/9/23
Date

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Sponsored by:

Councilmember Reynolds

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	9/7/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/7/2023 - 11:26 AM

R E S O L U T I O N

Sponsored by: Councilmember Ben Reynolds

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

Type of application:	Special Events, More than 60 Days
Submitted by:	Varun Hospitality, LLC
Location:	Hampton Inn 5478 Inn Road 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
August 29, 2023	NEW APPLICATION	2023 - 5596	115081	September 12, 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)

160 - SPECIAL EVENTS - MORE THAN 60 DAYS

Legal Business Name

VARUN HOSPITALITY LLC

Trade Name (DBA)

HAMPTON INN

Location Address

5478 INN ROAD **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
August 29, 2023	NEW APPLICATION	2023 - 5596	115081	September 12, 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)

160 - SPECIAL EVENTS - MORE THAN 60 DAYS

Legal Business Name

VARUN HOSPITALITY LLC

Trade Name (DBA)

HAMPTON INN

Location Address

5478 INN ROAD 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
August 29, 2023	NEW APPLICATION	2023 - 5596	115081	September 12, 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)

160 - SPECIAL EVENTS - MORE THAN 60 DAYS

Legal Business Name

VARUN HOSPITALITY LLC

Trade Name (DBA)

HAMPTON INN

Location Address

5478 INN ROAD **MOBILE** **AL 36619**

Business Contact Person Information			
Name	Title	Phone	Email
DUSTY L COWART	ADMIN	(251) 747-1461	DUSTY@ANRGROUP.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? **06.27.2018**

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
August 29, 2023	NEW APPLICATION	2023 - 5596	115081	September 12, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
160 - SPECIAL EVENTS - MORE THAN 60 DAYS	

Business Information

Legal Business Name	Trade Name (DBA)
VARUN HOSPITALITY LLC	HAMPTON INN

Business Structure Type	Incorporation Date	Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	12.30.2019	596-587	AL	BALDWIN

Federal Tax ID (FEIN)	AL State Tax ID
84-4075316	R010472730

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
5478 INN ROAD	MOBILE	AL	36619

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

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

Business Contact Person Information

Name	Title	Phone	Email
DUSTY L COWART	ADMIN ☑ POA	(251) 747-1461	DUSTY@ANRGROUP.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? **OWN - DEED ATTACHED**

Property Owner Name	Prop Owner Phone	Property Owner Email
VARUN HOSPITALITY LLC	(251) 747-1361	KEN@ANRGROUP.COM

Property Owner Address	City	State	Zip Code
		AL	

Bldg Square Footage	Bldg Seating Capacity	[illegible]ities	Patio Area	Structure	License [illegible]
39,885	16	YES	YES	HOTEL	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)	
PATEL, VIRENDRA S	MEMBER	AL 7168061	
Home Street Address	**City**	**State**	**Zip Code**
		AL	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**
	INDIA		51) 747-1461

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
YES	DUI	FOLEY POLICE DEPARTMENT	07.13.2019	NOLLE PROSSED

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)
YES	HARI OM HOSPITALITY LLC	HAMPTON INN GULF SHORES	1701 GULF SHORES PARKWAY GS 36542
	SHREE OMKAR DE LLC	COURTYARD GS CRAFT FARMS	3760 GULF SHORES PARKWAY GS 365

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)	
COWART, DUSTY L	ADMIN			
Home Street Address	**City**	**State**	**Zip Code**	**Phone Number**
		AL		(317) 473-9328

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

DC 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.

DC 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.

DC 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.

DC 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.

DC 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.

DC 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
Dusty Cowart (POA)	08/29/2023
Owner/Applicant Signature	**Title**
Dusty Cowart (POA)	Admin

Sworn to and subscribed before me this 29th day of AUGUST 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

CITY OF MOBILE

REVENUE DEPARTMENT

August 29, 2023

HAMPTON INN TILLMANS CORNER

5478 INN ROAD

MOBILE, AL 36619 USA

ACCOUNT NUMBER: 115081 TERRITORY 4

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1621845	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

Payments | City of Mobile, AL (PROD)

Sign In

Thank you for your payment

Thank you for your credit card payment. Allow up to 48 hours for your payment to be reflected on your account statement.

An email confirmation was sent to shawn.skinner@cityofmobile.org.

City of Mobile AL

205 Government Street, Mobile, AL 36602

Revenue 251.208.7462

www.cityofmobile.org

Transaction details

Date: August 29, 2023 02:15 PM CDT

2023 Business Licenses #1621842	$50.00
2020 Business Licenses #829021	$1.75
2023 Business Licenses #1621845	$50.00
Subtotal	$101.75
Processing fee	$3.05
Total	**$104.80**

Payment information

Zach Hoyt

Visa ending in 7828

Confirmation number: HPVDDCNPD6

Transaction type: Purchase

Thank you for your payment.

Return to Citizen Self Service

Skinner, Shawn

From: Online Payments <noreply@tylerportico.com>
Sent: Tuesday, August 29, 2023 2:16 PM
To: Skinner, Shawn
Subject: City of Mobile AL Payment Confirmation

CAUTION: External Email



City of Mobile AL payment confirmation

Hi Zach Hoyt,

Thanks for your payment to City of Mobile AL. This email is your receipt.

This purchase will appear on the account statement for your Visa ending in 7828.

Confirmation #: HPVDDCNPD6 **August 29, 2023 02:15 PM CDT**

Description	Amount
2023 Business Licenses #1621842	$50.00
2020 Business Licenses #829021	$1.75
2023 Business Licenses #1621845	$50.00

Subtotal	$101.75
Processing fee	$3.05
Total	**$104.80**

Thank you for your credit card payment. Allow up to 48 hours for your payment to be reflected on your account statement. If you have questions, contact customer service for help.

View this receipt online

Have a new credit card? You can easily update your payment information.

City of Mobile AL
205 Government Street, Mobile, AL 36602

Website | Revenue 251 208 7462

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)– phone on additional Partner pages
- [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)
- [ ] 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
Dusty Cowart	08/07/2023
Person Completeing Application Signature	**Title**
Dusty Cowart	Admin (POA)

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
08/07/2023	YES	02/07/2020	—

Application Type	If New Owner, Previous Business Name	Transfer - ABC license? If yes, License Number
New Business (never licensed)	Mobile Inn I, LLC & Mobile Inn II, LLC	NO

License Type applied for with Alabama ABC Board	
040/060 - Retail Beer & Wine (on/off premises)	

Business Information

Business Description/Activity	Other Explain
HOTEL/MOTEL	N/A

Legal Business Name	Trade Name (DBA)
Varun Hospitality, LLC	Hampton Inn Mobile

Business Structure (SP, LLC, Corp, etc.)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
LIMITED LIABILITY COMPANY (LLC)	12/30/2019	5478 Inn Road

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
1381 West Fairway Drive	Mobile	AL	36619

City	State	Zip Code	Mailing Address of Business/Building (PO Box, Street Name, Suite #)
Gulf Shores	AL	36542	1381 West Fairway Drive

Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)	City	State	Zip Code
1381 West Fairway Drive	Gulf Shores	AL	36542

City	State	Zip Code	Business Phone Number	Building Type
Gulf Shores	AL	36542	(251) 747-1461	STAND ALONE

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?
(251) 747-1461	84-4075316	R010472730	COMPANY MAIL ADDRESS

Business Contact Person Information

Name	Title	Phone	Email
Dusty Cowart	Admin	(251) 973-8692	dusty@anrgroup.com

Land/Building Information

Do you own or rent/lease the property? Own (registered warranty deed required)

Property Owner Name	Do you have a legal description of property?
Varun Hospitality, LLC	YES Required - see page 3 of this application

Property Owner Address	Prop Owner Phone	Property Owner Email
1381 West Fairway Drive	(251) 747-1461	ken@anrgroup.com

Property Owner City	State	Zip Code	Building Seating Capacity	Building Square Footage
Gulf Shores	AL	36542	16+	39,885

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

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

Varun Hospitality, LLC

Date

08/08/2023

Owner/Applicant Signature

Virendra Patel

Title

Managing Member

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230801135837456

Type License: 160 - SPECIAL RETAIL - MORE THAN 30 DAYS **State:** $250.00 **County:** $250.00

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

Trade Name: HAMPTON INN **Filing Fee:** $50.00

Applicant: VARUN HOSPITALITY LLC **Transfer Fee:**

Location Address: 5478 INN RD MOBILE, AL 36619

Mailing Address: P O BOX 2138 GULF SHORES, AL 36547

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

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 596-587

Do you sell Draft Beer?:

Date Incorporated: 12/30/2019 **State incorporated:** AL **County Incorporated:** BALDWIN

Date of Authority: 12/30/2019

Federal Tax ID: 84-4075316 **Alabama State Sales Tax ID:** R010472730

Name:	Title:	Date and Place of Birth:	Residence Address:
VIRENDRA S PATEL	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: DUSTY COWART
Business Phone: 251-973-8692
Fax:

Home Phone: 251-973-8692
Cell Phone: 317-473-9238
E-mail: DUSTY@ANRGROUP.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: 20230801135837456

If applicant is leasing the property, is a copy of the lease agreement attached?
Name of Property owner/lessor and phone number: VARUN HOSPITALITY LLC 251-747-1461
What is lessors primary business? HOTEL HOSPITALITY
Is lessor involved in any way with the alcoholic beverage business? YES
Is there any further interest, or connection with, the licensee's business by the lessor? YES

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

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 39885 Display Square Footage:
Building seating capacity: 16 Does Licensed premises include a patio area? YES
License Structure: MOTEL/HOTEL License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:
VIRENDRA PATEL	DUI 7/13/2019	FOLEY POLICE DEPT	NOLLE PROSSED
DIP AMIN	RECKLESS DRIVING 2/12/16	KERN COUNTY CALIFORNIA HIGHWAY PATROL	CONVICTED 3 YEARS PROBATION

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230801135837456

Initial each — **Signature page**

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

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

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

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

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

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

DC 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.

DC 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.

DC 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): DUSTY Cowart (POA)

Signature of Applicant: Dusty Cowart

Notary Name (print): Sandy Durham

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

Application Taken: 8/1/23 **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: 20230801135837456

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? NO
More than 30 days? YES

Franchisee or Concessionaire of above? NO
Other valid responsible organization: NO
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
Is the lessor involved in any way with the alcohol beverage business?: THE APPLICANT AND LANDLORD ARE THE SAME
Is ther any further interest in, or connection with, the licensee's business by the lessor?: THE APPLICANT AND LANDLORD ARE THE SAME

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
Patel, Virendra	Managing Member	Managing

Race	Sex	Date of Birth	Home Address
Asian	MALE	08/20/1972	

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

Place of Birth (City, State, Nation)	Mobile Number	Email
India	(251) 747-1461	ken@anrgroup.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
YES	Drinking Under Influence	Foley Police Department	07/13/2019	Nolle Prossed
	N/A	—	—	—
	N/A	—	—	—

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)
YES	Please	See	Attached
	N/A	—	—
	N/A	—	—
	N/A	—	—
	N/A	—	—

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

1-787a (Rev. 01-23-2015)

U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DATE: 05-24-2023

VIRENDRA S PATEL
1381 WEST FAIRWAY DRIVE GULF SHORES
AL 36542

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

Subject Name

VIRENDRA S PATEL

Search Completed Result **05-24-2023** **E2023144000000312203**

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

Social Security number:

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

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

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

Any questions may be addressed to the Customer Service Group at (304) 625-5590. You may also visit the Web site at www.fbi.gov for further instructions.

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

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

USINQD09Z
TCN INQ000420230524081518

THE FBI IDENTIFIED YOUR TEN-PRINT SUBMISSION WHICH CONTAINED THE FOLLOWING DESCRIPTORS:

NAME PATEL,VIRENDRA S

SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYES	HAIR
M	A	[redacted]	511	182	BROWN	BLACK

STATE ID
NULL

BIRTH PLACE
[redacted]

CITIZENSHIP
UNITED STATES

OTHER BIRTH DATES	SCARS-MARKS-TATTOOS	SOCIAL SECURITY	MISC NUMBERS
NONE	NONE	[redacted]	ONE

ALIAS NAME(S)
NONE

END OF COVER SHEET

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

USINQD09Z NCN E2023144000000312203

BECAUSE ADDITIONS OR DELETIONS MAY BE MADE AT ANY TIME, A NEW COPY SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE.

THIS RECORD IS SUBJECT TO THE
FOLLOWING USE AND DISSEMINATION RESTRICTIONS

UNDER PROVISIONS SET FORTH IN TITLE 28, CODE OF FEDERAL REGULATIONS (CFR), SECTION 50.12, BOTH GOVERNMENTAL AND NONGOVERNMENTAL ENTITIES AUTHORIZED TO SUBMIT FINGERPRINTS AND RECEIVE FBI IDENTIFICATION RECORDS MUST NOTIFY THE INDIVIDUALS FINGERPRINTED THAT THE FINGERPRINTS WILL BE USED TO CHECK THE CRIMINAL HISTORY RECORDS OF THE FBI. IDENTIFICATION RECORDS OBTAINED FROM THE FBI MAY BE USED SOLELY FOR THE PURPOSE REQUESTED AND MAY NOT BE DISSEMINATED OUTSIDE THE RECEIVING DEPARTMENT, RELATED AGENCY OR OTHER AUTHORIZED ENTITY. IF THE INFORMATION ON THE RECORD IS USED TO DISQUALIFY AN APPLICANT, THE OFFICIAL MAKING THE DETERMINATION OF SUITABILITY FOR LICENSING OR EMPLOYMENT SHALL PROVIDE THE APPLICANT THE OPPORTUNITY TO COMPLETE, OR CHALLENGE THE ACCURACY OF, THE INFORMATION CONTAINED IN THE FBI IDENTIFICATION RECORD. THE DECIDING OFFICIAL SHOULD NOT DENY THE LICENSE OR EMPLOYMENT BASED ON THE INFORMATION IN THE RECORD UNTIL THE APPLICANT HAS BEEN AFFORDED A REASONABLE TIME TO CORRECT OR COMPLETE THE INFORMATION, OR HAS DECLINED TO DO SO. AN INDIVIDUAL SHOULD BE PRESUMED NOT GUILTY OF ANY CHARGE/ARREST FOR WHICH THERE IS NO FINAL DISPOSITION STATED ON THE RECORD OR OTHERWISE DETERMINED. IF THE APPLICANT WISHES TO CORRECT THE RECORD AS IT APPEARS IN THE FBI'S CJIS DIVISION RECORDS SYSTEM, THE APPLICANT SHOULD BE ADVISED THAT THE PROCEDURES TO CHANGE, CORRECT OR UPDATE THE RECORD ARE SET FORTH IN TITLE 28, CFR, SECTION 16.34.

- FBI IDENTIFICATION RECORD -

WHEN EXPLANATION OF A CHARGE OR DISPOSITION IS NEEDED, COMMUNICATE DIRECTLY WITH THE AGENCY THAT FURNISHED THE DATA TO THE FBI.

END OF PART 1 - PART 2 TO FOLLOW

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

USINQD09Z
PART 2

NCN E2023144000000312203

- FBI IDENTIFICATION RECORD - FBI UCN-44470FG9

NAME	FBI UCN	DATE REQUESTED
PATEL,VIRENDRA SURESHBHAI	44470FG9	2023/05/24

SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYES	HAIR
M	A	[redacted]	511	185	BRO	BLK

BIRTH PLACE
[redacted]

PATTERN CLASS
LS AU LS LS LS LS LS LS LS LS

CITIZENSHIP
UNITED STATES
INDIA

1-ARRESTED OR RECEIVED 2019/07/13 SID- AL02362095
AGENCY-POLICE DEPARTMENT FOLEY (AL0050300)
AGENCY CASE-19-2990

FINGERPRINT INFORMATION
BSI/40278906458
PRINT DATE/2019/07/13

NAME USED-PATEL,VIRENDRA S
CHARGE 1-5404DRIV UNDER INFLUENCE LIQUOR-

COURT- -()
2020/06/11 DISPOSITION-OTHER
CHARGE-DSPE/DRIVING UNDER INFLUENCE LIQUOR
DSPE/NOLLE PROSSED

RECORD UPDATED 2023/05/24

ALL ENTRIES CONTAINED IN THIS FBI RECORD ARE BASED ON FINGERPRINT COMPARISONS AND PERTAIN TO THE SAME INDIVIDUAL.

THE USE OF THIS RECORD IS REGULATED BY LAW. IT IS PROVIDED FOR OFFICIAL USE ONLY AND MAY BE USED ONLY FOR THE PURPOSE REQUESTED.

Special Power of Attorney

I, Vivendra Patel hereby appoint Dusty Cawart 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 Varun Hospitality, LLC.
Sole proprietor/partnership/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 07/19/2023 (Date), and shall remain in full force and effect until 10/15/2023 (Date) or unless specifically extended or rescinded earlier by either party.

07/19/2023
Date

Signature

BEFORE ME, the undersigned authority, on this 7/19/23, personally appeared Vivendra Patel 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.

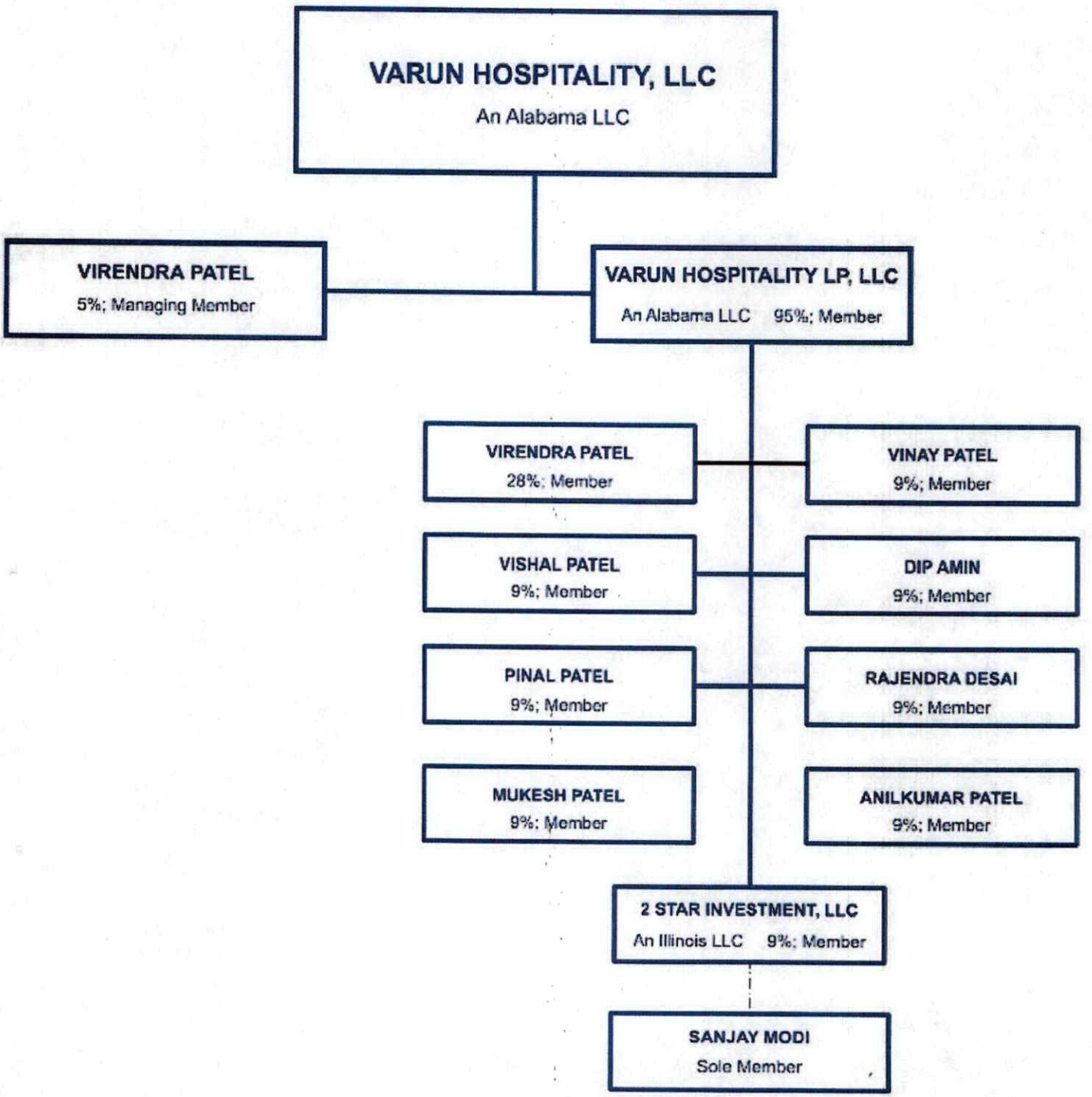
Autumn Burch NOTARY PUBLIC

My Commission Expires: 9/20/26

AUTUMN BURCH NOTARY PUBLIC ALABAMA STATE AT LARGE

Autumn Burch
Notary Public, Alabama State At Large
My Commission Expires 09/20/2026

ORGANIZATIONAL CHART



City of Mobile Alcohol Beverage License Application
Varun Hospitality, LLC
dba Hampton Inn Mobile

Hari Om Hospitality, LLC (dba Hampton Inn Gulf Shores)

- Located at 1701 Gulf Shores Parkway, Gulf Shores, AL 36542
- License Number: 011010902
- Current Membership Interest:
  - Virendra Patel: 89%
  - Hari Om SPE, Inc: 1%
    - Virendra Patel: 100%

Maruti Hospitality, LLC (dba Fairfield Inn & Suites Orange Beach)

- Located at 3111 Loop Road, Orange Beach, AL 36542
- License Number: Pending Approval (State) | BL13-008686 (City)
- Current Membership Interest:
  - A&R Partners Fund I, LLC: 50%
    - Virendra Patel: 26.04%
    - Anil Patel Revocable Living Trust: 21.09%
    - Anilkumar Patel: 1.05%
    - Mukesh Patel: 1.93%
    - Pinal Patel: 1.00%
  - Vinay Patel: 10%
  - Vishal Patel: 10%
  - Dip Amin: 5%

Shivam Hospitality, LLC (dba Beachside Resort Hotel Gulf Shores)

- Located at 610 West Beach Boulevard, Gulf Shores, AL 36542
- License Number: Pending Approval (State) | BL13-008686 (City)
- Current Membership Interest:
  - Virendra Patel: 62%

Shree Narayan Hospitality, LLC (dba Home2 Suites by Hilton Tillmans Corner)

- Located at 5460 Inn Road, Mobile, AL 36619
- License Number: Pending Approval (State) | Pending Approval (City)
- Current Membership Interest:
  - Virendra Patel: 70%
  - Anil Patel Revocable Living Trust: 24%
  - Narayan Hotel SPE, LLC: 1%
    - Virendra Patel: 100%

Shree Omkar Delaware, LLC (dba Courtyard Gulf Shores Craft Farms)

- Located at 3750 Gulf Shores Parkway, Gulf Shores, AL 36542
- License Number: 011479902
- Current Membership Interest:
    - Shree Omkar Hospitality LP, LLC: 100%
        - A&R Capital, LLC: 1%
            - Virendra Patel: 37.50%
            - Anilkumar Patel: 37.50%
        - Virendra Patel: 7%
        - Anilkumar Patel: 7%

Shree Ram Hospitality, LLC (dba Home2 Suites Daphne Spanish Fort)

- Located at 8943 Sawwood Street, Daphne, AL 36526
- License Number: Pending Approval (State) | 17533 (City)
- Current Membership Interest:
    - A&R Partners Fund I, LLC: 65%
        - Virendra Patel: 26.04%
        - Anil Patel Revocable Living Trust: 21.09%
        - Anilkumar Patel: 1.05%
        - Mukesh Patel: 1.93%
        - Pinal Patel: 1.00%

Shree Vikat Hospitality, LLC (dba Staybridge Suites Gulf Shores)

- Located at 3947 Gulf Shores Parkway, Gulf Shores, AL 36542
- License Number: 011077102
- Current Membership Interest:
    - A&R Partners Fund I, LLC: 85%
        - Virendra Patel: 26.04%
        - Anil Patel Revocable Living Trust: 21.09%
        - Anilkumar Patel: 1.05%
        - Mukesh Patel: 1.93%
        - Pinal Patel: 1.00%

CERTIFICATE OF FORMATION
OF
VARUN HOSPITALITY, L.L.C.

The undersigned, acting as the organizer of a limited liability company under the Alabama Limited Liability Company Act (the Act), hereby adopt the following Certificate of Formation for **VARUN HOSPITALITY, L.L.C.** (the Company).

1. The name of the Company is **VARUN HOSPITALITY, L.L.C.**

2. A copy of the Name Reservation from the Office of the Secretary of State is attached hereto.

3. The name of the Registered Agent is **Virendra Patel,** The registered Office is located at **1381 West Fairway Drive, Gulf Shores, AL 36542.**

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

5. The filing of the limited liability company is effective immediately on the date filed by the Probate Judge

IN WITNESS WHEREOF, this Certificate of Formation has been executed on the 12th day of December, 2019, by the undersigned.

Name: _____
Virendra Patel

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 12/17/2019 10:20 AM
TOTAL $ 60.00
2 Pages

1800850

This Document was prepared by:
Bobby J. Hornsby
Hornsby & Hornsby, Attorneys at Law
2010 Old Springville Road, Suite 100
Birmingham, AL 35215
205-856-1000

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:

Varun Hospitality, LLC

This name reservation is for the exclusive use of Hornsby & Hornsby, 2010 Old Springville Rd Suite 100, Birmingham, AL 35215 for a period of one year beginning December 11, 2019 and expiring December 11, 2020

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 11, 2019

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES864529

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

Date of this notice: 12-24-2019

Employer Identification Number:
84-4075316

Form: SS-4

Number of this notice: CP 575 A

VARUN HOSPITALITY LLC
VIRENDRA PATEL MBR
PO BOX 2138
GULF SHORES, AL 36547

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 84-4075316. 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.

When filing tax documents, payments, and 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 form(s) by the date(s) shown.

Form 941	04/30/2020
Form 940	01/31/2021
Form 1065	03/15/2020

If you have questions about the form(s) or the due date(s) 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 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 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

VARUN HOSPITALITY LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R010472730	01/1/2023	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

Derrick Coleman

Deputy Commissioner

NAICS CODE: 721110

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

5478 INN ROAD MOBILE AL 36619-1953

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
HOTEL/MOTEL	040/060 - Retail Beer & Wine (on/off premises)
Legal Business Name	**Trade Name (DBA)**
Varun Hospitality, LLC	Hampton Inn Mobile
Physical Address of Business (Street Name, Suite #)	**Building Square Footage** (LOUNGE = 1600) / **Building Stand alone or attached**
5478 Inn Road	39,885 (MOTEL # ROOMS = 80) / STAND ALONE
City / **State** / **Zip Code**	**Did you include the REQUIRED drawing with this sheet? (see pg 5)**
Mobile / AL / 36619	YES ... DRAWING ATTACHED

Business Contact Person

Name	Title	Phone	Email
Dusty Cowart	Admin	(251) 973-8692	dusty@anrgroup.com

PLANNING & ZONING DEPARTMENT USE ONLY

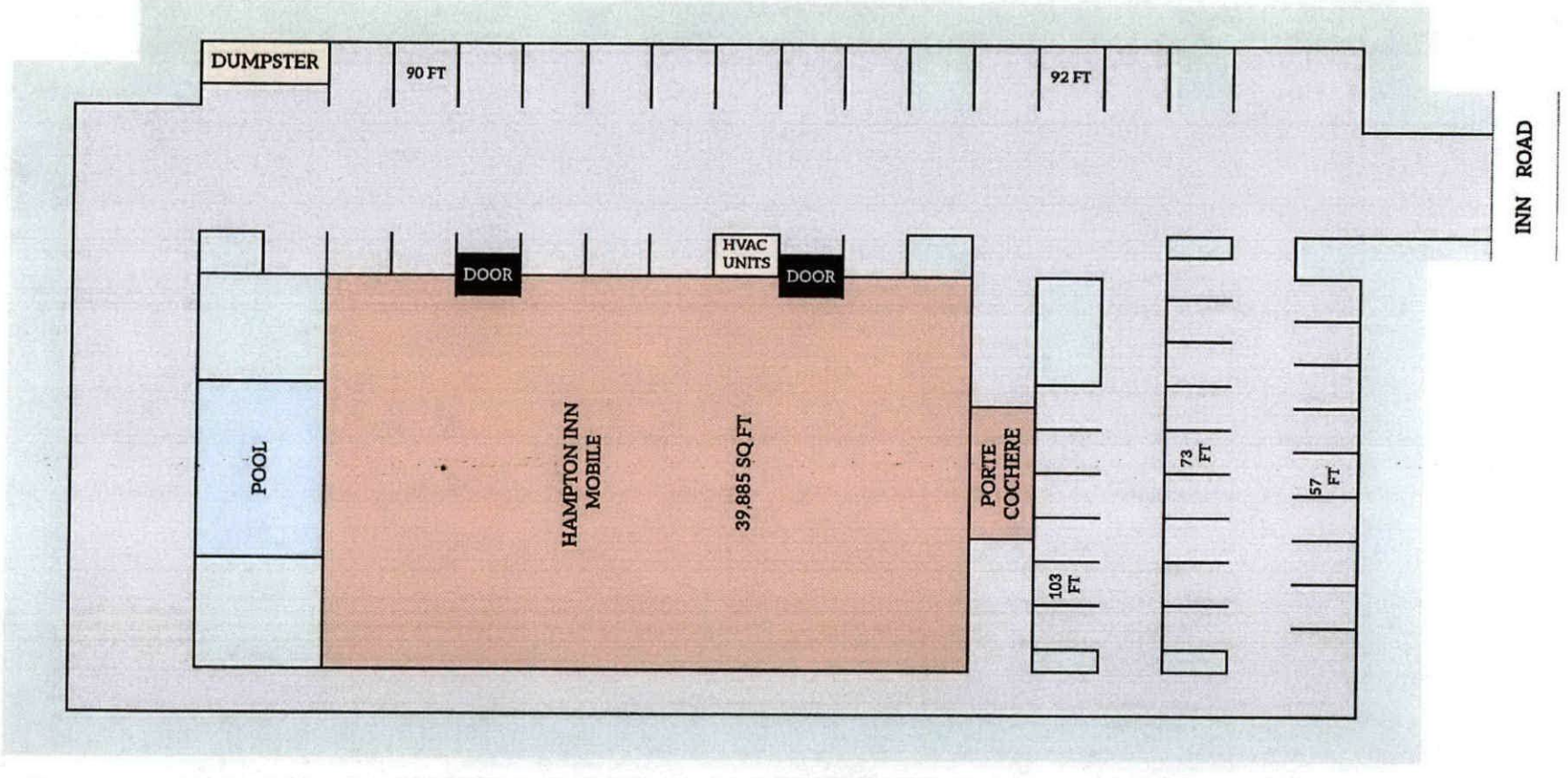
Parking Provided	Parking Required	Compliance	Zoning	Approved
46+	LOUNGE = 6 MOTEL = 40 46	✓	B-3	✓

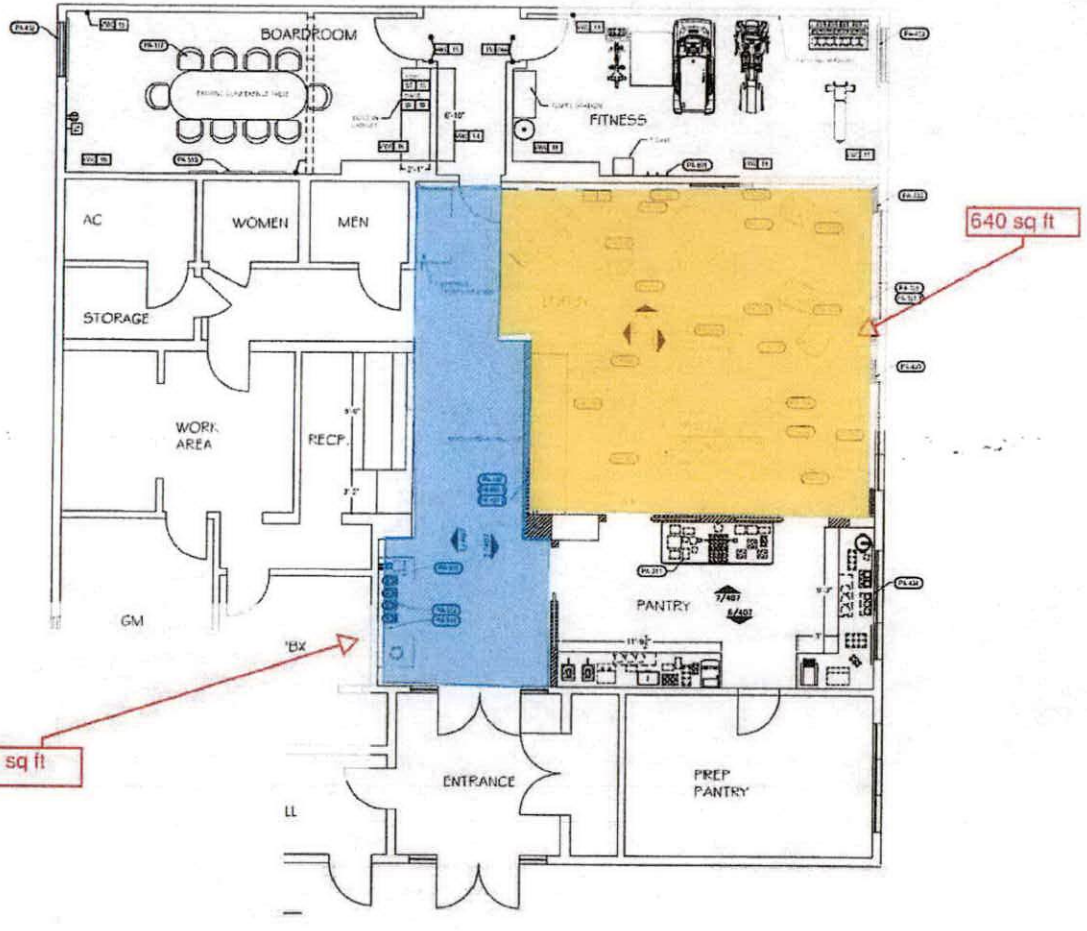
Comments

TOTAL LOUNGE AREA = 1,600 ☐ = 6 REQ'D PARKING
MOTEL = 80 GUEST ROOMS = 40 REQ'D PARKING

Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	8.31.2023

HAMPTON INN MOBILE
VARUN HOSPITALITY, LLC
5478 Inn Road, Mobile, Alabama 36619





FURNISHINGS LEGEND

DEMO / NEW CONSTRUCTION KEY

DEMOLITION

NEW CONST.

HAMPTON INN
5478 Inn Road - Mobile, al 36619
Inn Code MOBTC / ID#9453

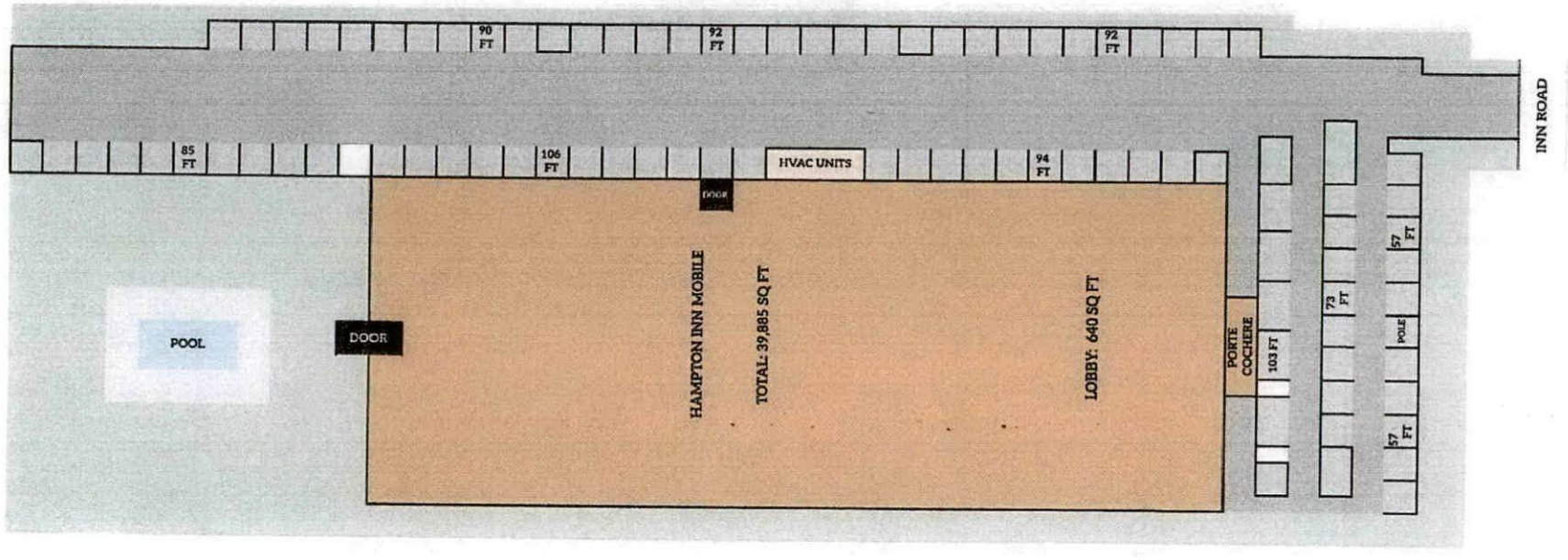
REVISIONS:
11.24.2021 b johnson
lobby furn layout
1.18.2022 b johnson
personal nook area
1.25.2022 b johnson
personal nook area
7.18.2022 b johnson
remove personal nook area

DRAWN BY:
Brenda Johnson

DATE: 8.5.2021

ID.406

HAMPTON INN MOBILE
VARUN HOSPITALITY, LLC
5478 Inn Road, Mobile, Alabama 36619



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

"Property in Mobile County, Alabama, described as follows, to-wit:
Lot 2, Tillman's Corner Interchange Subdivision, as per plat recorded in Map Book 59, Page 77, in the records in the Office of the Judge of Probate of Mobile County, Alabama."

Property Address:
5478 Inn Rd.
Mobile, AL 36619

The above described property is OWNED BY APPLICANT to/by Company Name N/A

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 8 day of August 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Autumn Burch	Autumn Burch	9/20/2026

Notary Stamp: AUTUMN BURCH NOTARY PUBLIC ALABAMA STATE AT LARGE

Autumn Burch
Notary Public, Alabama State At Large
My Commission Expires 09/20/2026

Owner of Property (Print Name)	Applicant Name (Print Name)
Varun Hospitality, LLC Virendra Patel, Managing Member	Virendra Patel
Owner of Property (Signature)	Applicant Name (Signature)
Address 1381 W Fairway dr	Address 1381 W Fairway dr
Ownership Type LLC	
City, State, Zip Gulf Shores, AL 36542	City, State, Zip Gulf Shores, AL 36542
Date Agreement Signed 08/08/2023	Date Agreement Signed 08/08/2023

ic: D Don Davis, Judge of Probate Mobile County, AL Rec: $33.00 DeedTx: $0.50 MinTx $0.00
erk: KROBINSON ERecorded

This Instrument Was Prepared By:
Joshua Brandsdorfer, Esq.
Berger Singerman LLP
350 E. Las Olas Blvd., Ste 1000
Fort Lauderdale, FL 33301

When Recorded Return To:
Varun Hospitality, L.L.C.
1381 West Fairway Drive
Gulf Shores, AL 36542

Send Tax Notices To:
Varun Hospitality, L.L.C.
1381 West Fairway Drive
Gulf Shores, AL 36542

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
)
COUNTY OF MOBILE)

KNOWN ALL MEN BY THESE PRESENTS that in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, paid in hand to MOBILE INN I, LLC AND MOBILE INN II, LLC, each a Delaware limited liability company, as tenants in common (herein collectively, "Grantor") and VARUN HOSPITALITY, L.L.C., an Alabama limited liability company (herein "Grantee"), the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, the following described real estate, together with all improvements thereon, situated in Mobile County, Alabama (the "Property"), to-wit:

(See Exhibit "A" Attached Hereto for Property Description)

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns, in fee simple forever.

This conveyance is made subject to those matters shown as permitted exceptions on Exhibit "B" attached hereto and made a part hereof ("Permitted Exceptions").

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its duly authorized officer, this 7th day of February, 2020.

MOBILE INN I LLC,
a Delaware limited liability company

By: _____
Aby Galsky, its Authorized Signatory

By: _____
Charles Everhardt, its Authorized Signatory

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I, Johana Casteneda, a Notary Public in and for said County, in said State, hereby certify that Aby Galsky, whose name as authorized signatory of MOBILE INN I LLC, a Delaware limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such authorized signatory and with full authority, executed the same voluntarily for and as the act of said MOBILE INN I LLC, a Delaware limited liability company.

Given under my hand and official seal this 30 day of January, 2020.

Johana T Casteneda
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG207913
Expires 4/16/2022

(NOTARY STAMP)

_____
Notary Public

My Commission Expires: 04/16/2022

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in and for said County, in said State, hereby certify that Charles Everhardt, whose name as authorized signatory of MOBILE INN I LLC, a Delaware limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such authorized signatory and with full authority, executed the same voluntarily for and as the act of said MOBILE INN I LLC, a Delaware limited liability company.

Given under my hand and official seal this _____ day of _____, 2020.

_____
Notary Public

(NOTARY STAMP)

My Commission Expires:

_____

[Signature Page to Statutory Warranty Deed]

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its duly authorized officer, this 7th day of February, 2020.

MOBILE INN I LLC,
a Delaware limited liability company

By: _____
Aby Galsky, its Authorized Signatory

By: _____
Charles Everhardt, its Authorized Signatory

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in and for said County, in said State, hereby certify that Aby Galsky, whose name as authorized signatory of MOBILE INN I LLC, a Delaware limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such authorized signatory and with full authority, executed the same voluntarily for and as the act of said MOBILE INN I LLC, a Delaware limited liability company.

Given under my hand and official seal this ____ day of _____, 2020.

_____
Notary Public

(NOTARY STAMP)

My Commission Expires:
_____

STATE OF California
COUNTY OF Los Angeles

I, Ma Dee Rubalcaba Martinez a Notary Public in and for said County, in said State, hereby certify that Charles Everhardt, whose name as authorized signatory of MOBILE INN I LLC, a Delaware limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such authorized signatory and with full authority, executed the same voluntarily for and as the act of said MOBILE INN I LLC, a Delaware limited liability company.

Given under my hand and official seal this 31st day of January, 2020.

MA DEE RUBALCABA MARTINEZ
Commission No. 2261200
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Jun. 3, 2023

(NOTARY STAMP)

_____
Notary Public

My Commission Expires:
June 03, 2023

[Signature Page to Statutory Warranty Deed]

MOBILE INN II LLC,
a Delaware limited liability company

By: _____
Anil Patel, its sole member

STATE OF Tennessee
COUNTY OF Montgomery

I, Elaine Lea Powell, a Notary Public in and for said County, in said State, hereby certify that Anil Patel, whose name as sole member of MOBILE INN II LLC, a Delaware limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such sole member and with full authority, executed the same voluntarily for and as the act of said MOBILE INN II LLC, a Delaware limited liability company.

Given under my hand and official seal this 4th day of Feb., 2020.

Elaine Lea Powell
Notary Public

My Commission Expires:
12/16/2020

ELAINE LEA POWELL
STATE OF TENNESSEE NOTARY PUBLIC
MONTGOMERY COUNTY

[Signature Page to Statutory Warranty Deed]

EXHIBIT "A"

Property Description

Property in Mobile County, Alabama, described as follows, to-wit:

Lot 2, Tillman's Corner Interchange Subdivision, as per plat recorded in Map Book 59, Page 77, in the records in the Office of the Judge of Probate of Mobile County, Alabama.

Property Address:
5478 Inn Rd,
Mobile, AL 36619

[Exhibit A to Statutory Warranty Deed]

EXHIBIT "B"

Permitted Exceptions

1. Taxes and assessments for the year 2020 and subsequent years, not yet due and payable.

2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

3. Any facts, rights, interest or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

4. Easements, liens or encumbrances or claims thereof, not shown by the Public Record.

5. Any encroachment, encumbrances, violations, variations, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

6. Any lien, or right to a lien, for services, labor or materials in connection with improvements, repairs or renovations provided before, on or after Date of Policy, not shown by the Public Records.

7. Any claims to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights expedited in (a) or (b) appear in the Public Records or are shown in Schedule B.

8. Easements, reservations, restrictions, rights-of-way and setback lines as reserved and shown on record map of subdivision in Map Book 59, Page 77.

9. Oil, gas and mineral rights as reserved by Mobile Petroleum Company in deed recorded in Real Property Book 1713, Page 923.

10. Oil, gas and mineral rights as reserved by grantors in deed recorded in Real Property Book 1870, Page 562.

11. Easement granted to Board of Water and Sewer Commissioners of the City of Mobile dated September 26, 1975 and recorded in Real Property Book 1548, Page 135.

12. Easement granted to Alabama Power Company dated July 22, 1994 and recorded in Real a Property Book 4311, Page 1122.

[Exhibit B to Statutory Warranty Deed]

13. Easement granted to Alabama Power Company dated March 19, 1962 and recorded in Real Property Book 598, Page 126.

14. Easements conveyed to Mayer Mitchell, Abraham A. Mitchell and William A. Lubel by instrument dated November II, 1976 and recorded in Real Property Book 1647, Page 971.

15. Easement for Drainage Ditch and Back Slope conveyed to Mobile County dated October 21, 1980 and recorded in Real Property Book 2182, Page 402.

[Exhibit B to Statutory Warranty Deed]

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name	Mobile Inn I LLC, a DE LLC / Mobile Inn II LLC, a DE LLC	Grantee's Name	Varun Hospitality, L.L.C., an AL LLC
Mailing Address	20900 NW 30 Ave. Aventura, FL 37043 / 280 Warfield Blvd, Clarksville, TN 37043	Mailing Address	1381 West Fairway Drive Gulf Shores, AL 36542
Property Address	5478 Inn Road Mobile, AL 36619	Date of Sale	February 7, 2020
		Total Purchase Price	$ 4,050,000.00
		or	
		Actual Value	$
		or	
		Assessor's Market Value	$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

____ Bill of Sale
____ Sales Contract
__X__ Closing Statement
____ Appraisal
____ Other

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date February 7, 2020 Print Lyndsey A. Arthurs, as Agent

____ Unattested _____ (verified by) Sign _____ (Grantor/Grantee/Owner/Agent) circle one

Form RT-1

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)

160 - SPECIAL EVENTS - MORE THAN 60 DAYS

Legal Business Name

VARUN HOSPITALITY LLC

Trade Name (DBA)

HAMPTON INN

Location Address

5478 INN ROAD **MOBILE AL 36619**

Application Number

2023 - 5596

Post Date

August 29, 2023

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

September 12, 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

Dusty Cowart

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:9/12/2023

Sponsored by:

Councilmember Reynolds

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	9/7/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/7/2023 - 11:28 AM

R E S O L U T I O N

Sponsored by: Councilmember Ben Reynolds

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

Type of application:	Special Events, More than 60 Days
Submitted by:	Shree Narayan Hospitality, LLC
Location:	Home 2 Suites by Hilton Tillmans Corner 5460 Inn Road 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
August 29, 2023	NEW APPLICATION	2023 - 5595	110257	September 12, 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)

160 - SPECIAL EVENTS - MORE THAN 60 DAYS

Legal Business Name

SHREE NARAYAN HOSPITALITY LLC

Trade Name (DBA)

HOME 2 SUITES BY HILTON TILLMANS CORNER

Location Address

5460 INN ROAD 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

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PO Box 1151 Montgomery AL 36101

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Location Address

5460 INN ROAD MOBILE AL 36619

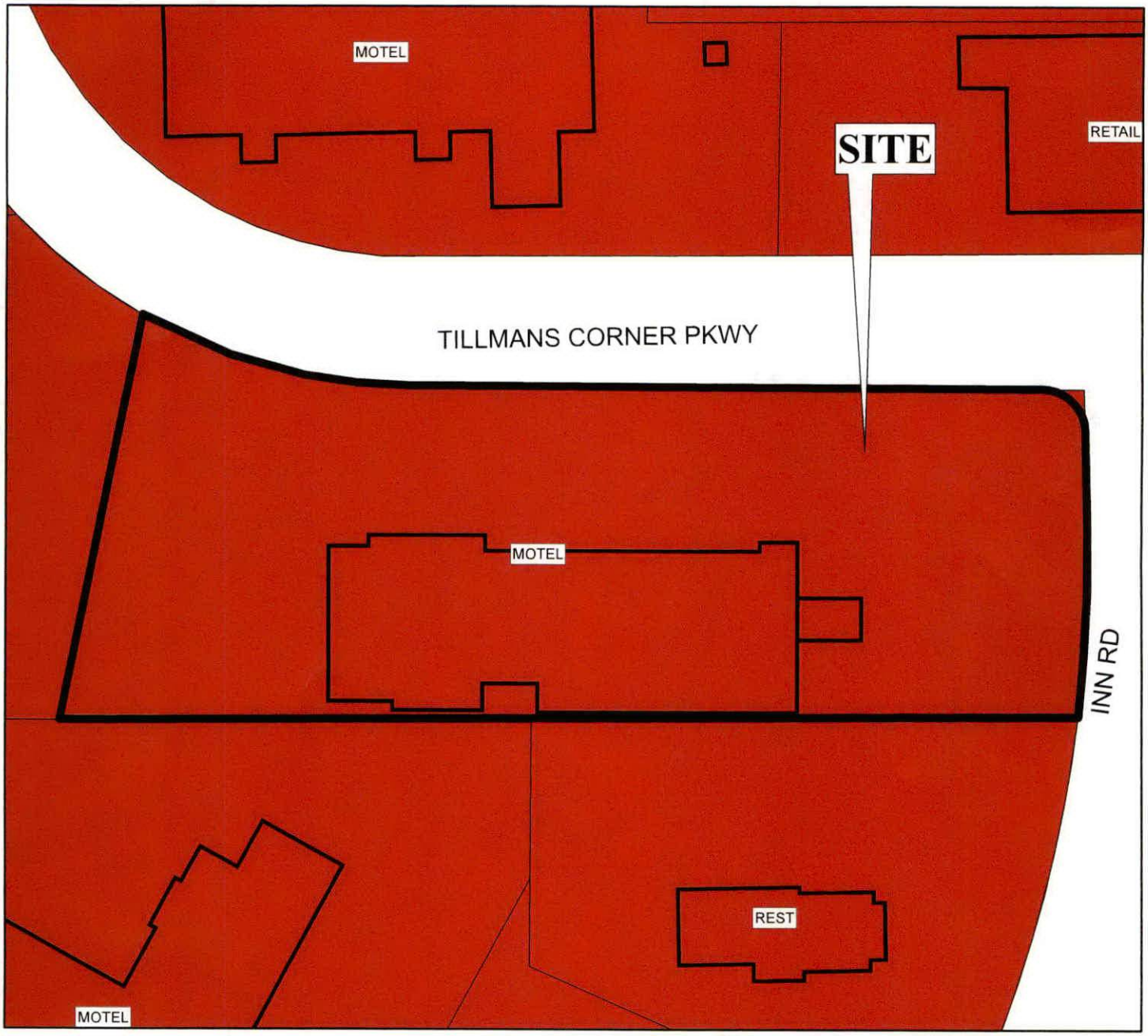
Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5595 DATE 9/12/2023

APPLICANT SHREE NARAYAN HOSPITALITY LLC

LOCATION 5460 INN RD

REQUEST ALCOHOLIC BEVERAGE LICENSE

N
W E
S

NTS

LANDUSE SURVEY CONDUCTED 2010

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

City of Mobile Alcoholic Beverage License 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
August 29, 2023	NEW APPLICATION	2023 - 5595	110257	September 12, 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)

160 - SPECIAL EVENTS - MORE THAN 60 DAYS

Legal Business Name

SHREE NARAYAN HOSPITALITY LLC

Trade Name (DBA)

HOME 2 SUITES BY HILTON TILLMANS CORNER

Location Address

5460 INN ROAD MOBILE AL 36619

Business Contact Person Information			
Name	Title	Phone	Email
DUSTY L COWART	ADMIN	(251) 747-1461	DUSTY@ANRGROUP.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? **06.27.2018**

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
August 29, 202:	NEW APPLICATION	2023 - 5595	110257	September 12, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
160 - SPECIAL EVENTS - MORE THAN 60 DAYS	

Business Information

Legal Business Name	Trade Name (DBA)
SHREE NARAYAN HOSPITALITY LLC	HOME 2 SUITES BY HILTON TILLMANS CORNER

Business Structure Type	Incorporation Date	Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	09.09.2016	371-164	AL	BALDWIN

Federal Tax ID (FEIN)	AL State Tax ID
81-3742784	R010157069

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
5460 INN ROAD	MOBILE	AL	36619

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
1381 WEST FAIRWAY DRIVE	GULF SHORES	AL	36542

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

Business Contact Person Information

Name	Title	Phone	Email
DUSTY L COWART	ADMIN ☑ POA	(251) 747-1461	DUSTY@ANRGROUP.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? **OWN - DEED ATTACHED**

Property Owner Name	Prop Owner Phone	Property Owner Email
SHREE NARAYAN HOSPITALITY LLC	(251) 747-1361	KEN@ANRGROUP.COM

Property Owner Address	City	State	Zip Code
1381 WEST FAIRWAY DRIVE	GULF SHORES	AL	36542

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
6,169,016	16	YES	YES	HOTEL	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)
PATEL, VIRENDRA S	MEMBER	

Home Street Address	City	State	Zip Code
		AL	

Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile Number
			(251) 747-1461

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
YES	DUI	FOLEY POLICE DEPARTMENT	07.13.2019	NOLLE PROSSED

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)
YES	HARI OM HOSPITALITY LLC	HAMPTON INN GULF SHORES	1701 GULF SHORES PARKWAY GS 36542
	SHREE OMKAR DE LLC	COURTYARD GS CRAFT FARMS	3760 GULF SHORES PARKWAY GS 365

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)
PATEL, ANILKUMAR GOVANBHAI	MEMBER	

Home Street Address	City	State	Zip Code
		FL	

Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile Number
			(305) 965-5630

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)
YES	SHREE VIKAT HOSP LLC	STAYBRIDGE SUITES GF SHORES	3947 GULF SHORES PARKWAY 36542
	SHREE OMKAR DE LLC	COURTYARD GS CRAFT FARMS	3750 GULF SHORES PARKWAY 36542

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)
COWART, DUSTY L	ADMIN		

Home Street Address	City	State	Zip Code	Phone Number
		AL		317) 473-9328

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

DL 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.

DL 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.

DL 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.

DL 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.

DL 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.

DL 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
Dusty Cowart (POA)	08/29/2023
Owner/Applicant Signature	**Title**
Dusty Cowart (POA)	Admin

Sworn to and subscribed before me this 29th day of AUGUST 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

August 29, 2023

HOME2 SUITES BY HILTON TILLMANS CORNER

5460 INN ROAD

MOBILE, AL 36619 USA

ACCOUNT NUMBER: 110257 TERRITORY 4

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1621842	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

Payments | City of Mobile, AL (PROD)

Sign In

Thank you for your payment

Thank you for your credit card payment. Allow up to 48 hours for your payment to be reflected on your account statement.

An email confirmation was sent to shawn.skinner@cityofmobile.org.

City of Mobile AL

205 Government Street, Mobile, AL 36602

Revenue 251.208.7462

www.cityofmobile.org

Transaction details

Date: August 29, 2023 02:15 PM CDT

2023 Business Licenses #1621842	$50.00
2020 Business Licenses #829021	$1.75
2023 Business Licenses #1621845	$50.00
Subtotal	$101.75
Processing fee	$3.05
Total	**$104.80**

Payment information

Zach Hoyt

Visa ending in 7828

Confirmation number: HPVDDCNPD6

Transaction type: Purchase

Thank you for your payment.

Return to Citizen Self Service

Skinner, Shawn

From: Online Payments <noreply@tylerportico.com>
Sent: Tuesday, August 29, 2023 2:16 PM
To: Skinner, Shawn
Subject: City of Mobile AL Payment Confirmation

CAUTION: External Email



City of Mobile AL payment confirmation

Hi Zach Hoyt,

Thanks for your payment to City of Mobile AL. This email is your receipt.

This purchase will appear on the account statement for your Visa ending in 7828.

Confirmation #: HPVDDCNPD6 **August 29, 2023 02:15 PM CDT**

Description	Amount
2023 Business Licenses #1621842	$50.00
2020 Business Licenses #829021	$1.75
2023 Business Licenses #1621845	$50.00

Subtotal	$101.75
Processing fee	$3.05
Total	**$104.80**

Thank you for your credit card payment. Allow up to 48 hours for your payment to be reflected on your account statement. If you have questions, contact customer service for help.

View this receipt online

Have a new credit card? You can easily update your payment information.

City of Mobile AL
205 Government Street, Mobile, AL 36602

Website | Revenue 251.208.7462

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)
- [ ] 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
Dusty Cowart	08/08/2023
Person Completeing Application Signature	**Title**
Dusty Cowart	Admin (POA)

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
08/08/2023	YES	02/16/2017	

Application Type	If New Owner, Previous Business Name	Transfer - ABC license? If yes, License Number
New Business (never licensed)	Valencia Investments, LLC	NO

License Type applied for with Alabama ABC Board	
040/060 - Retail Beer & Wine (on/off premises)	

Business Information

Business Description/Activity	Other Explain
HOTEL/MOTEL	N/A

Legal Business Name	Trade Name (DBA)
Shree Narayan Hospitality, LLC	Home2 Suites by Hilton Tillmans Corner

Business Structure (SP, LLC, Corp, etc.)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
LIMITED LIABILITY COMPANY (LLC)	09/09/2016	5460 Inn Road

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
1381 West Fairway Drive	Mobile	AL	36619

City	State	Zip Code	Mailing Address of Business/Building (PO Box, Street Name, Suite #)
Gulf Shores	AL	36542	1381 West Fairway Drive

Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)	City	State	Zip Code
1381 West Fairway Drive	Gulf Shores	AL	36542

City	State	Zip Code	Business Phone Number	Building Type
Gulf Shores	AL	36542	(251) 747-1461	STAND ALONE

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?
(251) 747-1461	81-3742784	R010157069	COMPANY MAIL ADDRESS

Business Contact Person Information

Name	Title	Phone	Email
Dusty Cowart	Admin	(251) 973-8692	dusty@anrgroup.com

Land/Building Information

Do you own or rent/lease the property? Own (registered warranty deed required)

Property Owner Name	Do you have a legal description of property?
Shree Narayan Hospitality, LLC	YES Required - see page 3 of this application

Property Owner Address	Prop Owner Phone	Property Owner Email
1381 West Fairway Drive	(251) 747-1361	ken@anrgroup.com

Property Owner City	State	Zip Code	Building Seating Capacity	Building Square Footage
Gulf Shores	AL	36542	16+	61,960

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

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
Shree Narayan Hospitality, LLC	08/08/2023
Owner/Applicant Signature	**Title**
Virendra Patel	managing member

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
Patel, Virendra	Managing Member	Managing

Race	Sex	Date of Birth	Home Address
Asian	MALE		e

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

Place of Birth (City, State, Nation)	Mobile Number	Email
India	(251) 747-1461	ken@anrgroup.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
YES	Drinking Under Influence	Foley Police Department	07/13/2019	Nolle Prossed
	N/A	—	—	—
	N/A	—	—	—

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)
YES	Please	See	Attached
	N/A	—	—
	N/A	—	—
	N/A	—	—
	N/A	—	—

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230801143042171

Type License: 160 - SPECIAL RETAIL - MORE THAN 30 DAYS **State:** $250.00 **County:** $250.00

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

Trade Name: HOME 2 SUITES BY HILTON TILLMANS CORNER **Filing Fee:** $50.00

Applicant: SHREE NARAYAN HOSPITALITY LLC **Transfer Fee:**

Location Address: 5460 INN RD MOBILE, AL 36619

Mailing Address: 1381 WEST FAIRWAY DRIVE GULF SHORES, AL 36542

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

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 371-164

Do you sell Draft Beer?:

Date Incorporated: 09/09/2016 **State incorporated:** AL **County Incorporated:** BALDWIN

Date of Authority: 09/09/2016

Federal Tax ID: 81-3742784 **Alabama State Sales Tax ID:** R010157069

Name:	Title:	Date and Place of Birth:	Residence Address:
ANILKUMAR PATEL	MEMBER		
VIRENDRA S PATEL	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: DUSTY COWART
Business Phone: 251-973-8692
Fax:

Home Phone: 317-473-9328
Cell Phone: 317-473-9328
E-mail: DUSTY@ANRGROUP.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: 20230801143042171

If applicant is leasing the property, is a copy of the lease agreement attached?
Name of Property owner/lessor and phone number: SHREE NARAYAN HOSPITALITY LLC 251-747-1461
What is lessors primary business? HOTEL HOSPITALITY
Is lessor involved in any way with the alcoholic beverage business? YES
Is there any further interest, or connection with, the licensee's business by the lessor? YES

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

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 61960 Display Square Footage:
Building seating capacity: 16 Does Licensed premises include a patio area? YES
License Structure: MOTEL/HOTEL License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:
VIRENDRA PATEL	DUI 07/13/2019	FOLEY POLICE DEPT	NOLLE PROSSED

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230801143042171

Initial each — **Signature page**

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

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

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

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

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

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

DC — 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.

DC — 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.

DC — 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): Dusty Cowart (POA)

Signature of Applicant: Dusty Cowart (POA)

Notary Name (print): Sandy Durham

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

Application Taken: 8/1/23 **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: 20230801143042171

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? NO
More than 30 days? YES

Franchisee or Concessionaire of above? NO
Other valid responsible organization: NO
Explanation:

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

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

Other Explanations
What is the applicant(s) primary source of funding?: LOAN AND INDIVIDUAL INVESTORS
Is the lessor involved in any way with the alcohol beverage business?: APPLICANT AND LANDLORD ARE THE SAME
Is ther any further interest in, or connection with, the licensee's business by the lessor?: APPLICANT AND LANDLORD ARE THE SAME

1-787a (Rev. 01-23-2015)

U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DATE: 05-24-2023

VIRENDRA S PATEL
1381 WEST FAIRWAY DRIVE GULF SHORES
AL 36542

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

Subject Name

VIRENDRA S PATEL

Search Completed Result 05-24-2023 E2023144000000312203

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

Social Security number:

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

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

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

Any questions may be addressed to the Customer Service Group at (304) 625-5590. You may also visit the Web site at www.fbi.gov for further instructions.

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

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

USINQD09Z
TCN INQ000420230524081518

THE FBI IDENTIFIED YOUR TEN-PRINT SUBMISSION WHICH CONTAINED THE FOLLOWING DESCRIPTORS:

NAME PATEL,VIRENDRA S

SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYES	HAIR
M	A		511	182	BROWN	BLACK

STATE ID
NULL

BIRTH PLACE

CITIZENSHIP
UNITED STATES

OTHER BIRTH DATES	SCARS-MARKS-TATTOOS	SOCIAL SECURITY	MISC NUMBERS
NONE	NONE		ONE

ALIAS NAME(S)
NONE

END OF COVER SHEET

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

USINQD09Z NCN E2023144000000312203

BECAUSE ADDITIONS OR DELETIONS MAY BE MADE AT ANY TIME, A NEW COPY SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE.

THIS RECORD IS SUBJECT TO THE FOLLOWING USE AND DISSEMINATION RESTRICTIONS

UNDER PROVISIONS SET FORTH IN TITLE 28, CODE OF FEDERAL REGULATIONS (CFR), SECTION 50.12, BOTH GOVERNMENTAL AND NONGOVERNMENTAL ENTITIES AUTHORIZED TO SUBMIT FINGERPRINTS AND RECEIVE FBI IDENTIFICATION RECORDS MUST NOTIFY THE INDIVIDUALS FINGERPRINTED THAT THE FINGERPRINTS WILL BE USED TO CHECK THE CRIMINAL HISTORY RECORDS OF THE FBI. IDENTIFICATION RECORDS OBTAINED FROM THE FBI MAY BE USED SOLELY FOR THE PURPOSE REQUESTED AND MAY NOT BE DISSEMINATED OUTSIDE THE RECEIVING DEPARTMENT, RELATED AGENCY OR OTHER AUTHORIZED ENTITY. IF THE INFORMATION ON THE RECORD IS USED TO DISQUALIFY AN APPLICANT, THE OFFICIAL MAKING THE DETERMINATION OF SUITABILITY FOR LICENSING OR EMPLOYMENT SHALL PROVIDE THE APPLICANT THE OPPORTUNITY TO COMPLETE, OR CHALLENGE THE ACCURACY OF, THE INFORMATION CONTAINED IN THE FBI IDENTIFICATION RECORD. THE DECIDING OFFICIAL SHOULD NOT DENY THE LICENSE OR EMPLOYMENT BASED ON THE INFORMATION IN THE RECORD UNTIL THE APPLICANT HAS BEEN AFFORDED A REASONABLE TIME TO CORRECT OR COMPLETE THE INFORMATION, OR HAS DECLINED TO DO SO. AN INDIVIDUAL SHOULD BE PRESUMED NOT GUILTY OF ANY CHARGE/ARREST FOR WHICH THERE IS NO FINAL DISPOSITION STATED ON THE RECORD OR OTHERWISE DETERMINED. IF THE APPLICANT WISHES TO CORRECT THE RECORD AS IT APPEARS IN THE FBI'S CJIS DIVISION RECORDS SYSTEM, THE APPLICANT SHOULD BE ADVISED THAT THE PROCEDURES TO CHANGE, CORRECT OR UPDATE THE RECORD ARE SET FORTH IN TITLE 28, CFR, SECTION 16.34.

- FBI IDENTIFICATION RECORD -

WHEN EXPLANATION OF A CHARGE OR DISPOSITION IS NEEDED, COMMUNICATE DIRECTLY WITH THE AGENCY THAT FURNISHED THE DATA TO THE FBI.

END OF PART 1 - PART 2 TO FOLLOW

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

USINQD09Z
PART 2

NCN E2023144000000312203

- FBI IDENTIFICATION RECORD - FBI UCN-44470FG9

NAME	FBI UCN	DATE REQUESTED
PATEL,VIRENDRA SURESHBHAI	44470FG9	2023/05/24

SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYES	HAIR
M	A		511	185	BRO	BLK

BIRTH PLACE
INDIA

PATTERN CLASS
LS AU LS LS LS LS LS LS LS LS

CITIZENSHIP
UNITED STATES
INDIA

1-ARRESTED OR RECEIVED 2019/07/13 SID- AL02362095
AGENCY-POLICE DEPARTMENT FOLEY (AL0050300)
AGENCY CASE-19-2990

FINGERPRINT INFORMATION
BSI/40278906458
PRINT DATE/2019/07/13

NAME USED-PATEL,VIRENDRA S
CHARGE 1-5404DRIV UNDER INFLUENCE LIQUOR-

COURT- ()
2020/06/11 DISPOSITION-OTHER
CHARGE-DSPE/DRIVING UNDER INFLUENCE LIQUOR
DSPE/NOLLE PROSSED

RECORD UPDATED 2023/05/24

ALL ENTRIES CONTAINED IN THIS FBI RECORD ARE BASED ON FINGERPRINT COMPARISONS AND PERTAIN TO THE SAME INDIVIDUAL.

THE USE OF THIS RECORD IS REGULATED BY LAW. IT IS PROVIDED FOR OFFICIAL USE ONLY AND MAY BE USED ONLY FOR THE PURPOSE REQUESTED.

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
Patel, Anilkumar, Govanbhai	Member	Member

Race	Sex	Date of Birth	Home Address
Asian	MALE		

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
				2172

Place of Birth (City, State, Nation)	Mobile Number	Email
Jamaica	(305) 965-5630	anil@anrgroup.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
NO	N/A	—	—	—
	N/A	—	—	—
	N/A	—	—	—

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)
YES	Please	See	Attached
	—	—	—
	—	—	—
	—	—	—
	—	—	—

X	Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? If YES, explain
X	Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? If YES, explain
X	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

I-787 (Rev. 01-23-2015)

U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DATE: 06-05-2023

ANILKUMAR GOVANBHAI PATEL
10405 SW 58 STREET MIAMI FL 33173

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

Subject Name

ANILKUMAR GOVANBHAI PATEL

Search Completed Result 06-05-2023 E202315600000251244

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

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

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

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

Any questions may be addressed to the Customer Service Group at (304) 625-5590. You may also visit the Web site at www.fbi.gov for further instructions.

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

City of Mobile Alcohol Beverage License Application
Shree Narayan Hospitality, LLC
dba Home2 Suites by Hilton Tillmans Corner

Hari Om Hospitality, LLC (dba Hampton Inn Gulf Shores)

- Located at 1701 Gulf Shores Parkway, Gulf Shores, AL 36542
- License Number: 011010902
- Current Membership Interest:
  - Virendra Patel: 89%
  - Anjna Patel: 5%
  - Hari Om SPE, Inc: 1%
    - Virendra Patel: 100%

Maruti Hospitality, LLC (dba Fairfield Inn & Suites Orange Beach)

- Located at 3111 Loop Road, Orange Beach, AL 36542
- License Number: Pending Approval (State) | BL13-008686 (City)
- Current Membership Interest:
  - A&R Partners Fund I, LLC: 50%
    - Virendra Patel: 26.04%
    - Anjna Patel: 26.00%
    - Anil Patel Revocable Living Trust: 21.09%
    - Anilkumar Patel: 1.05%

Shivam Hospitality, LLC (dba Beachside Resort Hotel Gulf Shores)

- Located at 610 West Beach Boulevard, Gulf Shores, AL 36542
- License Number: Pending Approval (State) | BL13-008686 (City)
- Current Membership Interest:
  - Virendra Patel: 62%
  - Anil Patel Revocable Living Trust: 33%
  - Anjna Patel: 5%

Shree Narayan Hospitality, LLC (dba Home2 Suites by Hilton Tillmans Corner)

- Located at 5460 Inn Road, Mobile, AL 36619
- License Number: Pending Approval (State) | Pending Approval (City)
- Current Membership Interest:
  - Virendra Patel: 70%
  - Anil Patel Revocable Living Trust: 24%
  - Anjna Patel: 5%
  - Narayan Hotel SPE, LLC: 1%
    - Virendra Patel: 100%

Shree Omkar Delaware, LLC (dba Courtyard Gulf Shores Craft Farms)

- Located at 3750 Gulf Shores Parkway, Gulf Shores, AL 36542
- License Number: 011479902
- Current Membership Interest:
    - Shree Omkar Hospitality LP, LLC: 100%
        - A&R Capital, LLC: 1%
            - Virendra Patel: 37.50%
            - Anilkumar Patel: 37.50%
        - Virendra Patel: 7%
        - Anilkumar Patel: 7%

Shree Ram Hospitality, LLC (dba Home2 Suites Daphne Spanish Fort)

- Located at 8943 Sawwood Street, Daphne, AL 36526
- License Number: Pending Approval (State) | 17533 (City)
- Current Membership Interest:
    - A&R Partners Fund I, LLC: 65%
        - Virendra Patel: 26.04%
        - Anjna Patel: 26.00%
        - Anil Patel Revocable Living Trust: 21.09%
        - Anilkumar Patel: 1.05%

Shree Vikat Hospitality, LLC (dba Staybridge Suites Gulf Shores)

- Located at 3947 Gulf Shores Parkway, Gulf Shores, AL 36542
- License Number: 011077102
- Current Membership Interest:
    - A&R Partners Fund I, LLC: 85%
        - Virendra Patel: 26.04%
        - Anjna Patel: 26.00%
        - Anil Patel Revocable Living Trust: 21.09%
        - Anilkumar Patel: 1.05%

Varun Hospitality, LLC (dba Hampton Inn Mobile)

- Located at 5478 Inn Road, Mobile, AL 36619
- License Number: Pending Approval (State) | Pending Approval (City)
- Current Membership Interest:
    - Virendra Patel: 5%
    - Varun Hospitality LP, LLC: 95%
        - Virendra Patel: 28%
        - Anilkumar Patel: 9%

Special Power of Attorney

I, Virendra Patel hereby appoint Dusty Cowart 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 Shree Narayan Hospitality, LLC
Sole proprietor corporation Partnership 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 07/19/2023 (Date), and shall remain in full force and effect until 10/15/2023 (Date) or unless specifically extended or rescinded earlier by either party.

07/19/2023
Date

Signature

BEFORE ME, the undersigned authority, on this 7/19/23, personally appeared Virendra Patel 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.

Autumn Burch NOTARY PUBLIC

My Commission Expires: 9/20/26

AUTUMN BURCH NOTARY PUBLIC ALABAMA STATE AT LARGE

Autumn Burch
Notary Public, Alabama State At Large
My Commission Expires 09/20/2026

000-371-164

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 9/ 6/2016 10:18 AM
TOTAL $ 31.00
2 Pages

1561967

CERTIFICATE OF AMENDMENT OF SHREE NAYARAN HOSPITALITY, L.L.C.

The undersigned, acting as the managing member of **SHREE NAYARAN HOSPITALITY, L.L.C.**, pursuant to 10A-5A-2.03 Of the Alabama Limited Liability Act, do hereby adopt the following Articles of Amendment.

ARTICLE ONE

The name of the Company is **SHREE NAYARAN HOSPITALITY, L.L.C.**

ARTICLE TWO

The filing date of the Certificate of Formation is September 2, 2016.

ARTICLE THREE

The name of the company is changed to **SHREE NARAYAN HOSPITALITY, LLC,** to correct a misspelling in the original filing.

IN WITNESS WHEREOF, these Certificate of Amendment have been executed on the 6th day of September, 2016, by the undersigned as managing member.

Name: _____
Virendra Patel

This Document was prepared by:
Bobby J. Hornsby, Attorney at Law
2010 Old Springville Road, Suite 100
Birmingham, AL 35215
205-856-1000
bjhornsby@att.net

RECEIVED DATE

AUG 17 2023

SECRETARY OF STATE
OF ALABAMA

Alabama
Sec. Of State

Entity Change
000-371-164 DLL
Date 8/18/2023
Time 12:11
230818 2 Pg

File $ 50.00
County

Total $ 50.00
08/001

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:

Shree Narayan Hospitality, LLC

This name reservation is for the exclusive use of Hornsby & Hornsby, Attorneys at Law, 2010 Old Springville Rd, Suite 100, Birmingham, AL 35215 for a period of one year beginning September 08, 2016 and expiring September 08, 2017

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.

September 08, 2016

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES734903

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

Date of this notice: 09-02-2016

Employer Identification Number:
81-3742784

Form: SS-4

Number of this notice: CP 575 B

SHREE NAYARAN HOSPITALITY LLC
VIRENDRA PATEL MBR
1381 W FAIRWAY DR
GULF SHORES, AL 36542

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 81-3742784. 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.

When filing tax documents, payments, and 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 form(s) by the date(s) shown.

Form 1065	03/15/2017

If you have questions about the form(s) or the due date(s) 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 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 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

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:

SHREE NARAYAN HOSPITALITY LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R010157069	01/1/2023	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

Derrick Coleman

Deputy Commissioner

NAICS CODE: 721110

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

5460 INN ROAD MOBILE AL 36619-1953

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	
HOTEL/MOTEL	040/060 - Retail Beer & Wine (on/off premises)	
Legal Business Name	**Trade Name (DBA)**	
Shree Narayan Hospitality, LLC	Home2 Suites by Hilton Tillmans Corner	
Physical Address of Business (Street Name, Suite #)	**Building Square Footage**	**Building Stand alone or attached**
5460 Inn Road	61,960	STAND ALONE

City	State	Zip Code	Did you include the *REQUIRED* drawing with this sheet? (see pg 5)
Mobile	AL	36619	YES ... DRAWING ATTACHED

Business Contact Person

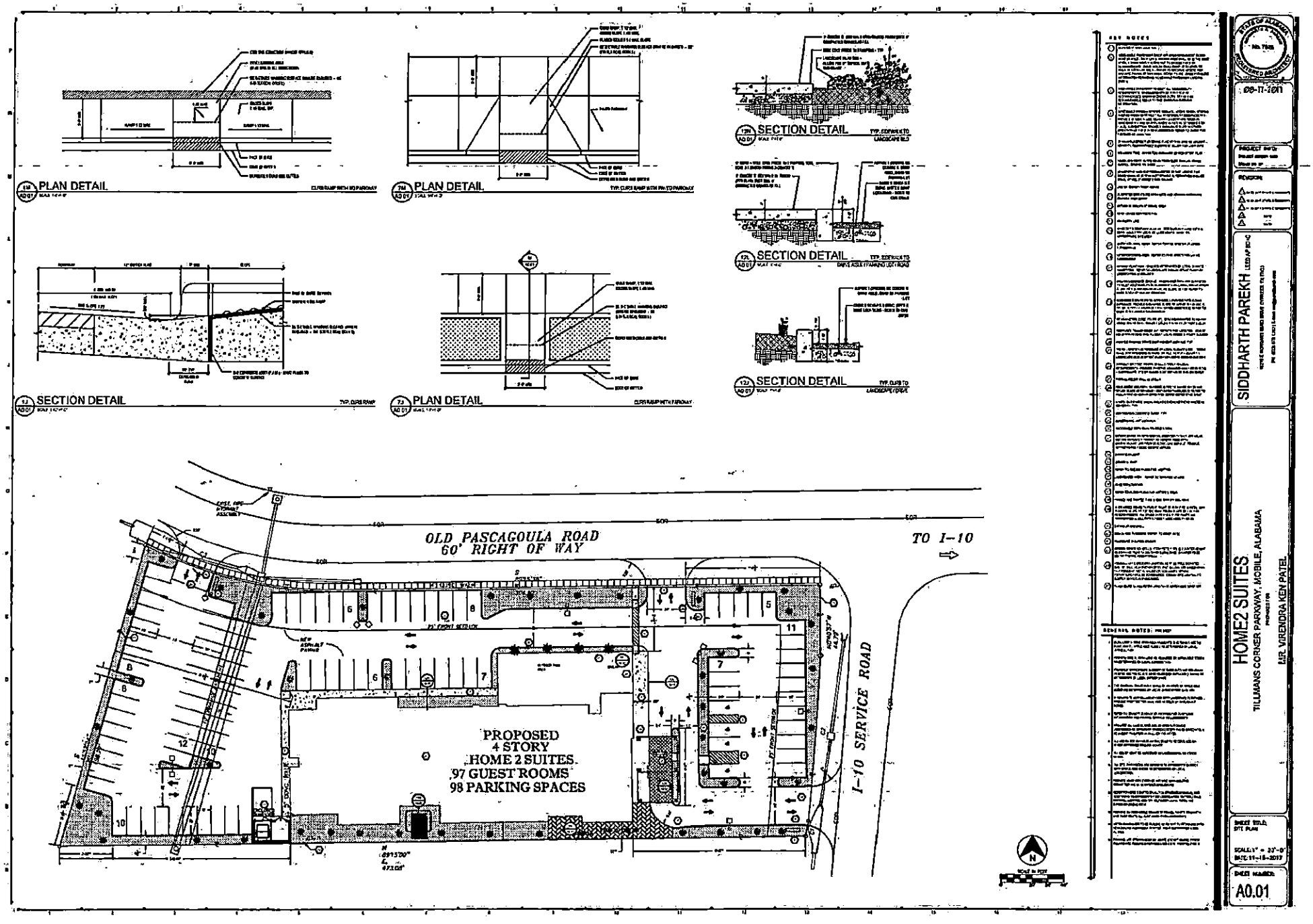
Name	Title	Phone	Email
Dusty Cowart	Admin	(251) 973-8692	dusty@anrgroup.com

PLANNING & ZONING DEPARTMENT USE ONLY

Parking Provided	Parking Required	Compliance	Zoning	Approved
98	49	YES	B-3	YES

Comments

Print Name	Signature	Date
PAYTON ROGERS		08/30/2023


PLAN DETAIL
PLAN DETAIL
SECTION DETAIL
SECTION DETAIL
SECTION DETAIL
PLAN DETAIL
OLD PASCAGOULA ROAD
60' RIGHT OF WAY
TO I-10
I-10 SERVICE ROAD
PROPOSED
4 STORY
HOME 2 SUITES
97 GUEST ROOMS
98 PARKING SPACES
HOME2 SUITES
TILLMANS CORNER PARKWAY, MOBILE, ALABAMA
MR. VIRENDRA KEN PATEL
SIDDHARTH PAREKH
09-17-2013
A0.01

HOME2 SUITES

TILLMANS CORNER PARKWAY, MOBILE, ALABAMA

Abbreviations

Index

ARCHITECTURAL

Index of Drawings

STRUCTURAL

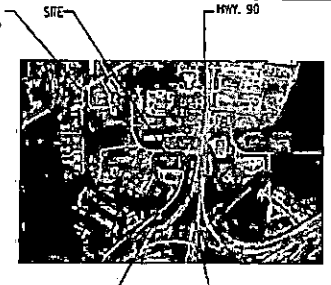
M.E.P

Section/Detail Mark

Symbol Legend

Material Legend

Vicinity Map



Project Information

APPLICABLE CODES AND STANDARDS

OCCUPANCY CLASSIFICATION & BUILDING TYPE

Room Distribution

BUILDING SQUARE FOOTAGE

CIVIL

AMIL BADVE P.E.

P: 251 943 5052

STRUCTURAL

MECHANICAL, PLUMBING AND ELECTRICAL

MEP GREEN DESIGN AND BUILD PLLC

SIDDHARTH PAREKH

HOME2 SUITES

TILLMANS CORNER PARKWAY, MOBILE, ALABAMA

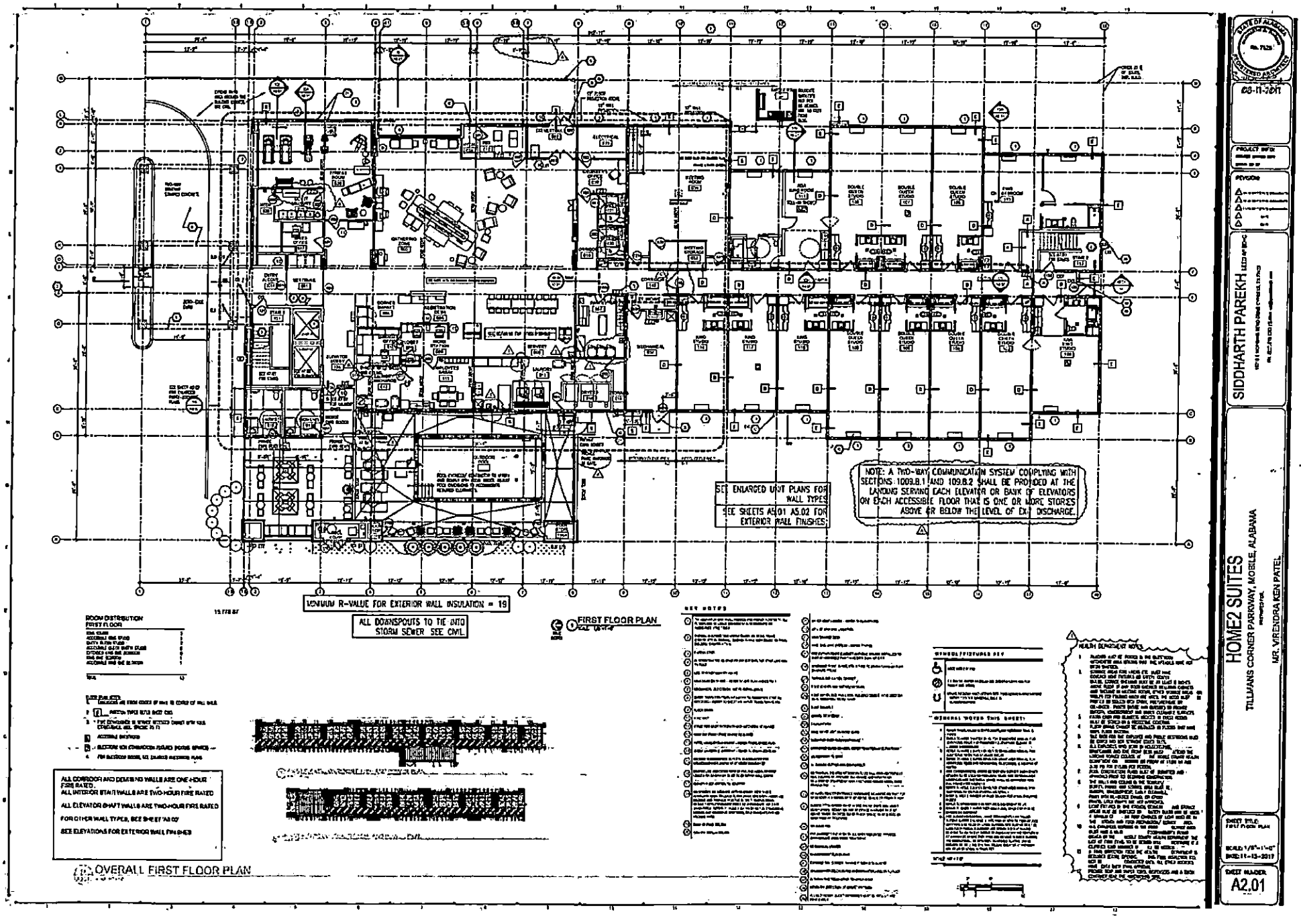
MR. VIRENDRA KEN PATEL

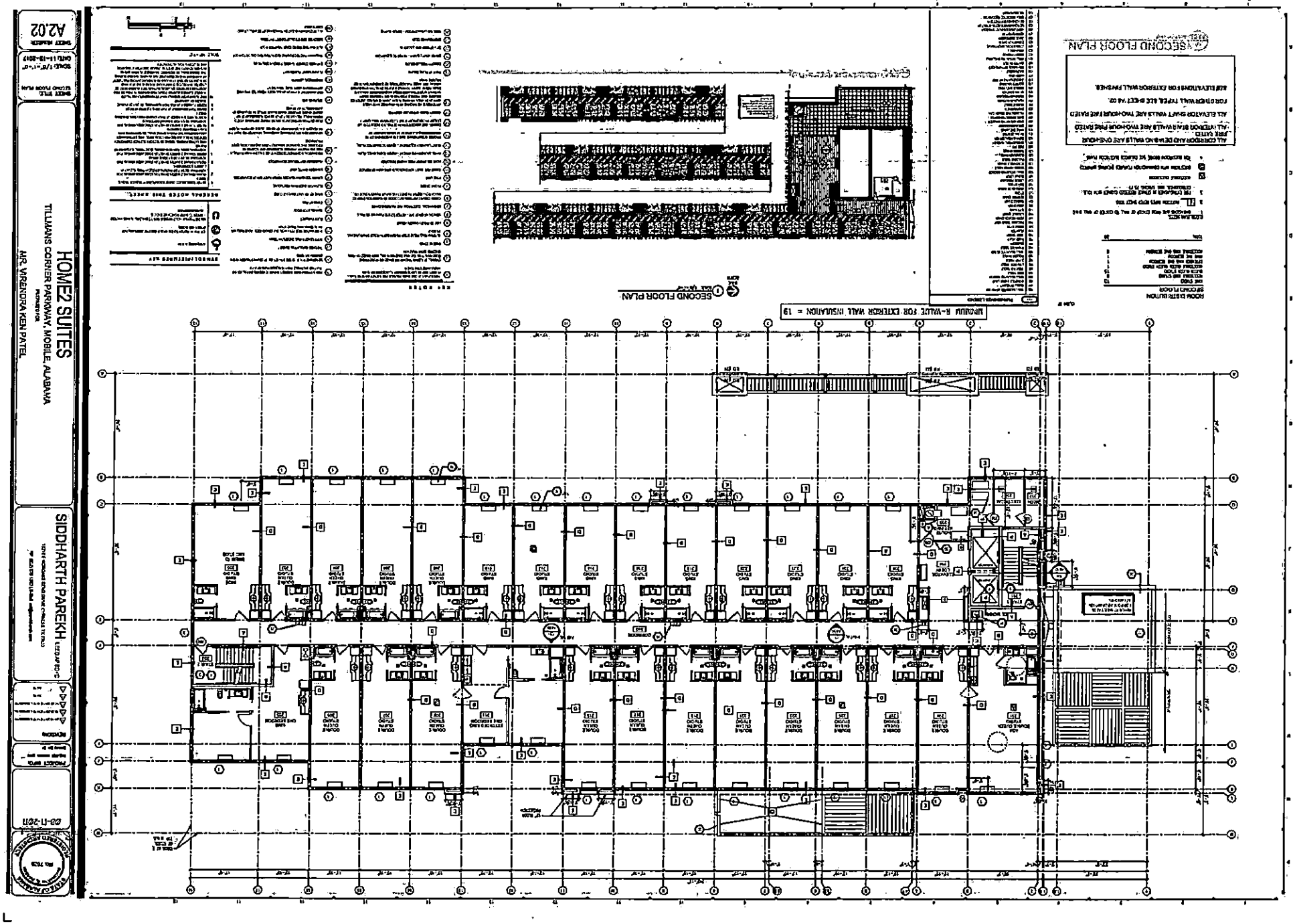
SHEET TITLE: LEGENDS, SYMBOLS AND ABBREVIATIONS

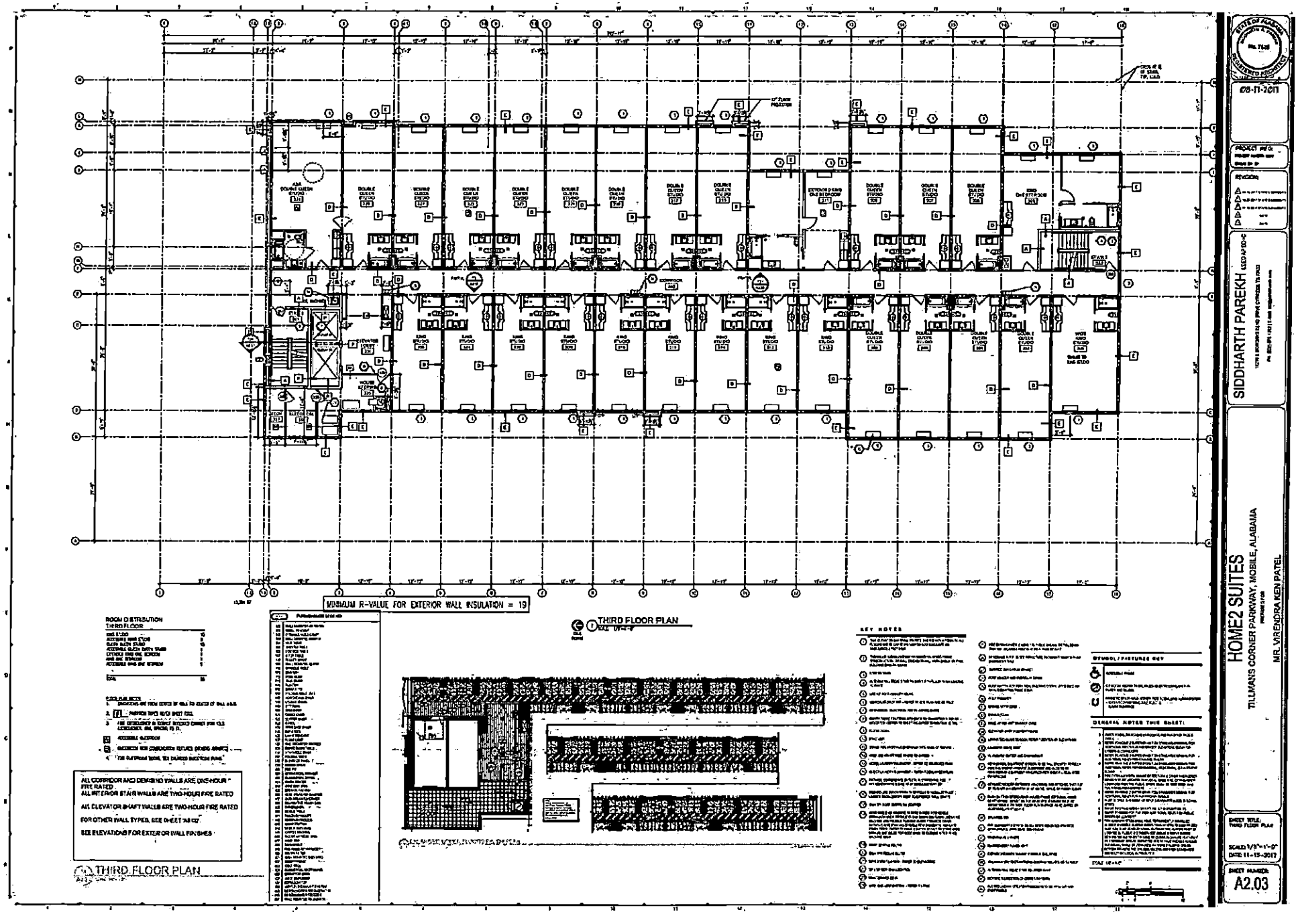
SCALE: AS NOTED

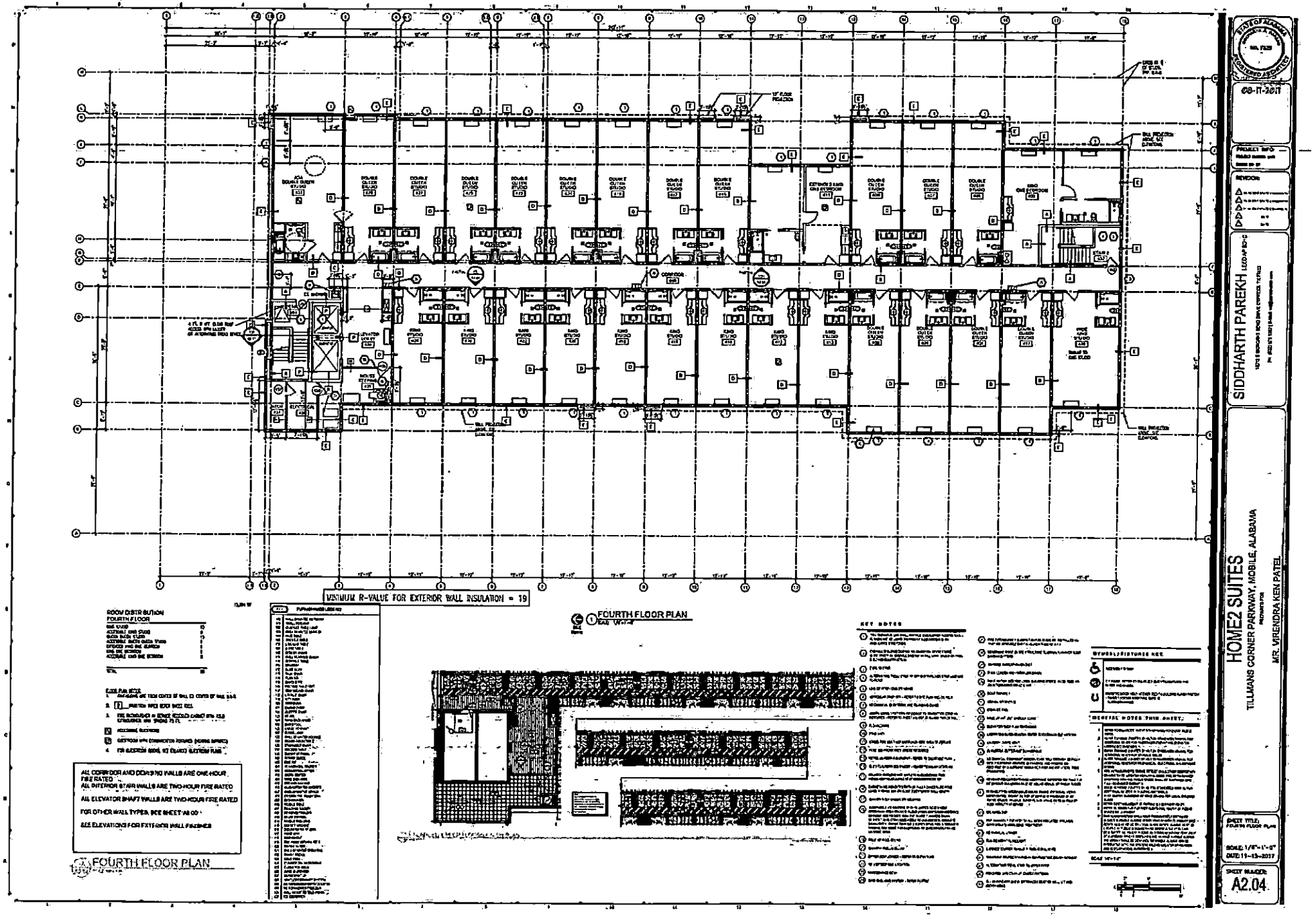
DATED: 11-13-2017

SHEET NUMBER: A101


NOTE: A TWO-WAY COMMUNICATION SYSTEM COMPLYING WITH SECTIONS 1009.8.1 AND 1009.8.2 SHALL BE PROVIDED AT THE LANDING SERVING EACH ELEVATOR OR BANK OF ELEVATORS ON EACH ACCESSIBLE FLOOR THAT IS ONE OR MORE STORIES ABOVE OR BELOW THE LEVEL OF EXIT DISCHARGE.
SEE ENLARGED UNIT PLANS FOR WALL TYPES
SEE SHEETS A5.01 A5.02 FOR EXTERIOR WALL FINISHES
MINIMUM R-VALUE FOR EXTERIOR WALL INSULATION = 19
ALL DOWNSPOUTS TO TIE INTO STORM SEWER SEE CIVIL
FIRST FLOOR PLAN
ROOM DISTRIBUTION
FIRST FLOOR
ALL CORRIDOR AND DEMISING WALLS ARE ONE-HOUR FIRE RATED.
ALL INTERIOR STAIR WALLS ARE TWO-HOUR FIRE RATED
ALL ELEVATOR SHAFT WALLS ARE TWO-HOUR FIRE RATED
FOR OTHER WALL TYPES, SEE SHEET A5.02
SEE ELEVATIONS FOR EXTERIOR WALL FINISHES
OVERALL FIRST FLOOR PLAN
SIDDHARTH PAREKH
HOME2 SUITES
TILLMANS CORNER PARKWAY, MOBILE, ALABAMA
MR. VIRENDRA KEN PATEL
SHEET TITLE
FIRST FLOOR PLAN
SCALE: 1/8"-1'-0"
DATE: 11-13-2017
SHEET NUMBER
A2.01


HOME2 SUITES
TILLMANS CORNER PARKWAY, MOBILE, ALABAMA
MR. VIRENDRA KEN PATEL
SIDDHARTH PAREKH
A2.02
SECOND FLOOR PLAN


MINIMUM R-VALUE FOR EXTERIOR WALL INSULATION = 19
THIRD FLOOR PLAN
ALL CORRIDOR AND DEMISING WALLS ARE ONE-HOUR FIRE RATED
ALL INTERIOR STAIR WALLS ARE TWO-HOUR FIRE RATED
ALL ELEVATOR SHAFT WALLS ARE TWO-HOUR FIRE RATED
FOR OTHER WALL TYPES, SEE SHEET A0.02
SEE ELEVATIONS FOR EXTERIOR WALL FINISHES
THIRD FLOOR PLAN
KEY NOTES
GENERAL NOTES THIS SHEET:
SIDDHARTH PAREKH
HOME2 SUITES
TILLMANS CORNER PARKWAY, MOBILE, ALABAMA
MR. VIRENDRA KEN PATEL
SHEET TITLE: THIRD FLOOR PLAN
SHEET NUMBER: A2.03


MINIMUM R-VALUE FOR EXTERIOR WALL INSULATION = 19
FOURTH FLOOR PLAN
ROOM DISTRIBUTION
FOURTH FLOOR
ALL CORRIDOR AND DEMISING WALLS ARE ONE HOUR FIRE RATED
ALL INTERIOR STAIR WALLS ARE TWO HOUR FIRE RATED
ALL ELEVATOR SHAFT WALLS ARE TWO HOUR FIRE RATED
FOR OTHER WALL TYPES, SEE SHEET A0.00
SEE ELEVATIONS FOR EXTERIOR WALL FINISHES
FOURTH FLOOR PLAN
KEY NOTES
SYMBOLS/FIXTURES KEY
GENERAL NOTES THIS SHEET:
08-11-2017
SIDDHARTH PAREKH
HOME2 SUITES
TILLMANS CORNER PARKWAY, MOBILE, ALABAMA
PREPARED FOR
MR. VIRENDRA KEN PATEL
SHEET TITLE
FOURTH FLOOR PLAN
SCALE: 1/8"= 1'-0"
DATE 11-15-2017
SHEET NUMBER
A2.04

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

"A parcel of land situated in the Southwest Quarter of the Northwest Quarter of Section 27, Township 5 South, Range 2 West, Mobile County, Alabama and being a portion of Lots 6 and 7 of the resubdivision of Lots 1 and 2 and Part of Lot 3 of Regina's Shady Grove Gardens as recorded in Map Book 03 at Page 615 in the Probate Office of Mobile County, Alabama being more particularly as follows:

...."

*Please see attached Warranty Deed for full description

The above described property is OWNED BY APPLICANT to/by Company Name N/A

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 8 day of August 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Autumn Burch	Autumn Burch	9/20/2026

Notary Stamp

AUTUMN BURCH NOTARY PUBLIC ALABAMA STATE AT LARGE

Autumn Burch
Notary Public, Alabama State At Large
My Commission Expires 09/20/2026

Owner of Property (Print Name)	Applicant Name (Print Name)
Shree Narayan Hospitality, LLC Virendra Patel, Managing Member	Virendra Patel
Owner of Property (Signature)	Applicant Name (Signature)
Address 1381 W. Fairway dr.	Address 1381 W. Fairway dr.
Ownership Type LLC	
City, State, Zip Gulf Shores, AL 36542	City, State, Zip Gulf Shores, AL 36542
Date Agreement Signed 08/08/2023	Date Agreement Signed 08/08/2023

17-1472

1100
20020
21100
1000
22100
200
122300



2017029773 1/4
Bk: LR7478 Pg:1954
Document Type: D

Mobile County, Alabama
I hereto certify this instrument
filed on : 02/28/2017 10:25:17 AM
Don Davis, Probate Judge

Deed Tax:	$1200.00
Mortgage Tax:	$.00
Mineral Tax:	$.00
No Tax :	$.00
Judge Fee:	$.00
S.R. Fee:	$2.00
Surcharge Fee:	$10.00
Recording Fee:	$11.00
TOTAL:	$1223.00

2017029773
Bk:LR7478
Pg:1954

STATE OF ALABAMA)

COUNTY OF MOBILE)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of TEN AND NO/100 ($10.00) DOLLARS in cash and other good and valuable considerations, to the undersigned GRANTOR, in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, **VALENCIA INVESTMENTS, LLC, an Alabama limited liability company,** (herein referred to as GRANTOR), does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto **SHREE NARAYAN HOSPITALITY, L.L.C., DBA HOME 2 SUITES, MOBILE** (herein referred to as GRANTEE), in fee simple, together with every contingent remainder and right of reversion, all that real property situated in MOBILE County, Alabama, described as follows, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Conveyance of the above described property and all covenants and warranties of the GRANTOR hereunder (whether express, implied or statutory) is made subject to the following:

1. Taxes and assessments for the year 2017 and thereafter.

2. Easement granted Alabama Power Company as recorded in Real Property Book 598, page 136, and Deed Book 505, page 138.

3. Oil, gas and mineral reservations contained in Real Property Book 1877, page 983, Real Property Book 1936, page 831 and Real Property Book 2246, page 571.

4. Restrictive covenants as contained in Real Property Book 2153, page 27.

5. Drainage Easement granted Mobile County in Real Property Book 2107, page 495.

6. The release of Mobile County from all damages related to the construction, maintenance and repair of public road as contained in right of way deed recorded in Real Property Book 2107, page 493.

The recording references refer to the records in the Office of the Judge of Probate of Mobile County, Alabama, unless otherwise indicated.

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

TO HAVE AND TO HOLD the said above described property unto the said GRANTEE, in fee simple, forever, together with every contingent remainder and right of reversion.

And, GRANTOR does, for itself and its successors and assigns, covenant with the said GRANTEE, its successors and assigns, that it is lawfully seized in fee simple of said premises; that said premises are free from all encumbrances unless otherwise noted above; that it has a good right to sell and convey the same aforesaid; that GRANTOR, its successors and assigns, **WARRANTS AND WILL FOREVER DEFEND** the same to the said GRANTEE, its successors and assigns forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has hereunto set his hand and seal, this the 16th day of February, 2017.

VALENCIA INVESTMENTS, LLC, an Alabama limited liability company

ROGER LEANDRO CEDENO, SOLE MEMBER

STATE OF FLORIDA *

Miami-Dade **COUNTY** *

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **ROGER LEANDRO CEDENO**, whose name as Sole Member of **VALENCIA INVESTMENTS, LLC, an Alabama limited liability company**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal this 16th day of February, 2017.

ALBERTO TRISO
Notary Public - State of Florida
My Comm. Expires Feb 10, 2019
Commission # FF 169578
Bonded through National Notary Assn.

Notary Public
My Commission expires: Feb 10, 2019

GRANTOR'S ADDRESS:
5757 Collins Ave Ste 1802
Miami Beach, FL 33140

GRANTEE'S ADDRESS:
1381 W. Fairway Dr.
Gulf Shores, AL 36542

THIS INSTRUMENT WAS PREPARED BY:
J. RANDLE McKINNEY
McKINNEY & ASSOCIATES, P.C.
Post Office Box 2999
Gulf Shores, Alabama 36547-2999
(251) 967-2166
c: dl5.llc-llc

NOTE: Drafting attorney has not examined the chain of title of said property and makes no guarantee regarding the property as to liens and encumbrances. Drafting attorney has not reviewed a survey of said property and makes no guarantee as to the sufficiency of the legal description. This document was prepared at the request of the grantor and the legal description for this document was provided by the grantor.

Fidelity National Title Insurance Company

EXHIBIT A

PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

A parcel of land situated in the Southwest Quarter of the Northwest of Section 27, Township 5 South, Range 2 West, Mobile County, Alabama and being a portion of Lots 6 and 7 of the resubdivision of Lots 1 and 2 and Part of Lot 3 of Regina's Shady Grove Gardens as recorded in Map Book 03 at Page 615 in the Probate Office of Mobile County, Alabama being more particularly described as follows:

Commence at the Northwest corner of said Section 27 thence run South 00°03'35" East along the West Boundary of said Section 27 for a distance of 1,515.00 feet to a point (as calculated from information on the plat of Tillman's Corner Commercial Subdivision said plat recorded in Map Book 61, Page 105 in the Probate Office of said Mobile County, Alabama) thence run North 89°15'00" East for a distance of 538.07 feet to a nail found on the South line of Lot 7 of the above referenced Resubdivision of Lots 1, 2 and part of Lot 3 of Regina's Shady Grove Gardens as calculated from information on the plat of said Tillman's Corner Commercial Subdivision said nail being the point of beginning, thence continue North 89°15'00" East along the South boundary of Lot 7 of said Resubdivision of Lots 1, 2, and part of Lot 3 of Regina's Shady Grove Gardens for a distance of 473.08 feet to a 1/2 inch rebar and cap set on the West right of way of a Service Road for US Interstate Highway 10, thence run North 11°14'34" East along said right of way for a distance of 9.06 feet to a 1/2 inch rebar and cap set at a point of beginning of a non tangent curve to the left, said curve being concave Westwardly with a radius of 2,581.00 feet and a delta angle of 02°20'40", thence run Northwardly along said curve to the left for an arc distance of 105.61 feet (the chord subtending said arc having a bearing of North 04°06'15" East and length of 105.60 feet) to a 1/2 inch rebar and cap set at point of ending of said non tangent curve, thence run North 00°45'53" on a non tangent line along the West right of way of said Service Road for a distance of 44.92 feet to a 1/2 inch rebar and cap set at the intersection of the West right of way of the Service Road for US Interstate Highway 10 and the South right of way of the Old Pascagoula Road-US Highway 90 Connector (also known as Tillman's Corner Parkway) thence run South 89°15'00" West along the South right of way of said Old Pascagoula Road-Us Highway 90 Connector for a distance of 304.17 feet to a 1/2 inch rebar and a cap set at the point of curvature of a curve to the right, said curve being concave Northwardly with a radius of 259.73 feet and delta angle right of 28°16'18" (for this segment) thence Northwestwardly along said curve to the right for an arc distance of 128.16 feet (the chord subtending said arc having a bearing of North 76°36'51" West and a length of 126.86 feet) to a 1/2 inch rebar and cap set, thence run South 15°52'24" West for a distance of 198.27 feet to the point of beginning.

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name	Valencia Investments, LLC	Grantee's Name	Shree Narayan Hospitality, LLC
Mailing Address	5757 Collins Ave, Ste 1802 Miami Beach, FL 33140	Mailing Address	1381 West Fairway Drive Gulf Shores, AL 36542
Property Address	5460 Inn Road Mobile, AL 36619	Date of Sale	02/16/2017
		Total Purchase Price	$ 1,200,000.000
		or	
		Actual Value	$
		or	
		Assessor's Market Value	$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

- ☐ Bill of Sale
- ☐ Sales Contract
- ☑ Closing Statement
- ☐ Appraisal
- ☐ Other

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 2/20/17 Print Professional Land Title, Inc.

__ Unattested _____ Sign Betsy McLung Pres

(verified by) (Grantor/Grantee/Owner/Agent) circle one

Form RT-1

Inst. # 2023049912 Pages: 1 of 1 I certify this instrument filed on: 8/16/2023 3:49 PM
Doc: AFFS Don Davis, Judge of Probate Mobile County, AL Rec: $5.50
Clerk: BTOWLER ERecorded

STATE OF ALABAMA §

MOBILE COUNTY §

SCRIVENER'S AFFIDAVIT

I, the undersigned scrivener of the following described instrument, to wit: Warranty Deed from VALENCIA INVESTMENTS, LLC, an Alabama limited liability company to SHREE NARAYAN HOSPITALITY, L.L.C., DBA HOME 2 SUITES, MOBILE, recorded on February 20, 2017 in Book LR7478, page 1954, Instrument 2017009773, in the office of the Judge of Probate, Mobile County, Alabama, hereby state that in preparing said document, I relied on a title commitment prepared by Professional Land Title, Inc. Said title commitment contained additional wording in the Grantee's name. The correct name of the Grantee is "SHREE NARAYAN HOSPITALITY, L.L.C."

IN WITNESS WHEREOF, I, J. RANDLE McKINNEY, scrivener of the above referenced instrument, have executed this Scrivener's Affidavit, this the 16 day of August, 2023.

J. RANDLE McKINNEY

STATE OF ALABAMA §

BALDWIN COUNTY §

I, Chasity Denney, a Notary Public in and for said County, in said State, hereby certify that J. RANDLE McKINNEY, whose name is signed to the foregoing affidavit, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16 day of August, 2023.

Notary Public
My Commission expires: 2/23/25

CHASITY DENNEY NOTARY PUBLIC ALABAMA STATE AT LARGE

THIS INSTRUMENT WAS PREPARED BY:
J. RANDLE McKINNEY, ESQ.
McKINNEY & ASSOCIATES, P.C.
P.O. BOX 2999
GULF SHORES, AL 36547
C:Scrivener's Affidavit

CERTIFICATE OF FORMATION
OF
SHREE NAYARAN HOSPITALITY, L.L.C.

The undersigned, acting as the organizer of a limited liability company under the Alabama Limited Liability Company Act (the Act), hereby adopt the following Certificate of Formation for **SHREE NAYARAN HOSPITALITY, L.L.C.** (the Company).

1. The name of the Company is **SHREE NAYARAN HOSPITALITY, L.L.C.**
2. A copy of the Name Reservation from the Office of the Secretary of State is attached hereto.
3. The name of the Registered Agent is **Virendra Patel,** The registered Office is located at **1381 West Fairway Drive, Gulf Shores, AL 36542.**
4. The undersign certify that there is at least one member of the limited liability company
5. The filing of the limited liability company is effective immediately on the date filed by the Probate Judge

IN WITNESS WHEREOF, this Certificate of Formation has been executed on the _____ day of September, 2016 by the undersigned.

Name: _____
Virendra Patel

This Document was prepared by:
Bobby J. Hornsby
Hornsby & Hornsby, Attorneys at Law
2010 Old Springville Road, Suite 100
Birmingham, AL 35215
205-856-1000

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)

160 - SPECIAL EVENTS - MORE THAN 60 DAYS

Legal Business Name

SHREE NARAYAN HOSPITALITY LLC

Trade Name (DBA)

HOME 2 SUITES BY HILTON TILLMANS CORNER

Location Address

5460 INN ROAD **MOBILE AL 36619**

Application Number

2023 - 5595

Post Date

August 29, 2023

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

September 12, 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

Dusty Cowart

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:9/12/2023

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

The Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

9/12/2023

Renewal Date of Contract:

9/12/2023

Funding Source

Project # 170 N Ann Street - ME-039-33 **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
Demolition - 170 N Ann Street	Cover Memo	9/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	9/7/2023 - 11:32 AM

RESOLUTION

Sponsored by: Councilmember William Carroll - District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **170 N Ann Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **170 N Ann Street** described as:

COM AT A PT ON SE COR OF STATE & ANN STS TH RUN SLY ALG E/L OF ANN ST NINETY (90) FT TO A PT TH IN AN ELY DIR NEARLY PAR TO STATE ST TH NLY & PAR WITH ANN ST SIXTY-EIGHT (68) FT M/L TO A PT ON S/L OF STATE ST WHICH IS ONE HUNDRED & EIGHTEEN (118) FT TO PL OF BEG #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 200

Last Assessed to: HEIR OF EDRICE CRAYTON RIVERS, C/O BRIAN C RIVERS

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
September 5, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, September 12, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **170 N ANN STREET** OWNED BY OR MAY HAVE AN INTEREST: **HEIR OF EDRICE CRAYTON RIVERS, C/O BRIAN C RIVERS,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 06 40 0 007 200

COUNCIL DISTRICT 2 – WILLIAM CARROLL

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

170 N ANN ST

Property Details

PARCEL KEYX	00749943	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	~~N~~ Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	N
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	~~N~~ Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-11	COMMENTS	

Property Score

SCORE 68

SCORE DISCRIPTION ~~Stabilize~~ Demolition

Notes

I C

REVIEW COMMITTEE

SECURE ☐

DEMOLITION X

APPROVAL DATE _____

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 07/20/2023

Property Address: 170 N Ann Street **District No:** 2

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Brian C Rivers
P O Box 160012
Mobile, Alabama 366916-1012

July 20, 2023

RE: **170 N Ann Street**
Project Number: ME-039-23

Dear Brian C Rivers:

On July 11, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 170 N Ann Street.

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

COM AT A PT ON SE COR OF STATE & ANN STS TH RUN SLY ALG E/L OF ANN ST NINETY (90) FT TO A PT TH IN AN ELY DIR NEARLY PAR TO STATE ST TH NLY & PAR WITH ANN ST SIXTY-EIGHT (68) FT M/L TO A PT ON S/L OF STATE ST WHICH IS ONE HUNDRED & EIGHTEEN (118) FT TO PL OF BEG #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 200

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

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

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

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

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

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

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

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

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

a) Repair the structures / and or building by **September 2, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **September 2, 2023,** provide the Code Official with a work plan to accomplish the repairs by **September 2, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **September 2, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on September 12, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **170 N ANN STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **170 N ANN STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **170 N ANN STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **170 N ANN STREET** **AGENDA PHOTOS / DW**



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NUISANCE ABATEMENT **170 N ANN STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **170 N ANN STREET** **AGENDA PHOTOS / DW**



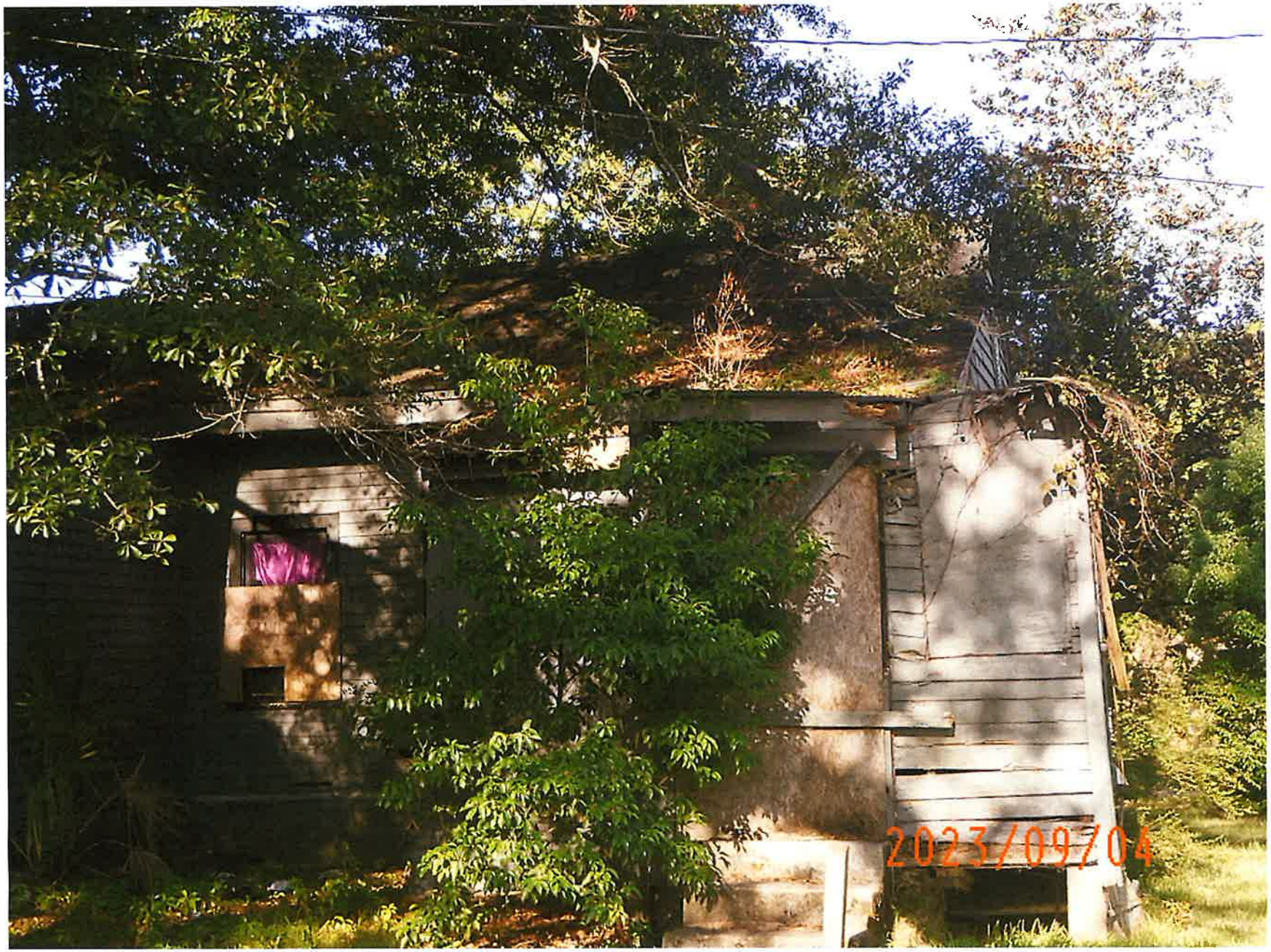
NUISANCE ABATEMENT **170 N ANN STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **170 N ANN STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **170 N ANN STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **170 N ANN STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **170 N ANN STREET** **AGENDA PHOTOS / DW**




2023/09/04

NUISANCE ABATEMENT **170 N ANN STREET** **AGENDA PHOTOS / DW**



Affidavit of Mailed Notice

Date: September 12, 2023

State of Alabama
County of Mobile

Subject Property –170 N Ann Street

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **5 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 170 N Ann Street Date: May 23, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: May 18, 2023

Per the Title Report, the owners are: Heirs of Edrice Crayton Rivers

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Tomica Bradley Wiggins 2936 Palomino Dr E Mobile AL 36693-3734	Heir/ Daughter Phone number 251-605-6544 Phone number 251-635-8558
2	Brian C Rivers PO Box 160012 Mobile AL 36616-1012	Heir/Son Phone number 251-478-0861
3	Brian C Rivers 887 Grant Park Dr Mobile AL 36606-4731	Heir/Son Secondary Address
4	Leroy A Rivers 6104 Palomino Dr Mobile AL 36693-3738	Heir/Husband Phone number 251-391-7995
5	Owner 170 N Ann St Mobile AL 36603-5406	Subject Property

TAX STATUS: 2022 PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

The Declaring the Structure a Public Nuisance - Demolition.

Amount of Contract:

N/A

Effective Date of Contract:

9/12/2023

Renewal Date of Contract:

9/12/2023

Funding Source

Project # 1112 Newman Lane - ME-051-23 **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
Demolition - 1112 Newman Lane	Cover Memo	9/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	9/7/2023 - 11:35 AM

RESOLUTION

Sponsored by: Councilmember William Carroll - District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1112 Newman Lane** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1112 Newman Lane** described as:

LOT 61 BATTOTTI PL DBK 93 P 428 #SEC 44 T3S R1W #MP22 08 44 0 019

Parcel Number: 22 08 44 0 019 100

Last Assessed to: RANITA SMITH

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
September 5, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, September 12, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1112 NEWMAN LANE** OWNED BY OR MAY HAVE AN INTEREST: **RANITA SMITH,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 22 08 44 0 019 100

COUNCIL DISTRICT 2 – WILLIAM CARROLL

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1112 Newman Lane

Property Details			
Parcel Key	232778	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	N	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	05-24-23	Comments	

Property Score			
Score	77	Score Description	DEMOLITION

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 07/20/2023

Property Address: 1112 Newman Lane **District No:** 2

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Ranita Smith
100 Michael Donald Avenue, APT 3
Mobile, Alabama 36604-2719

July 20, 2023

RE: **1112 Newman Lane**
Project Number: ME-051-23

Dear Ranita Smith:

On July 11, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1112 Newman Lane.

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

LOT 61 BATTOTTI PL DBK 93 P 428 #SEC 44 T3S R1W #MP22 08 44 0 019

Parcel Number: 22 08 44 0 019 100

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

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

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

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

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

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

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

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

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

a) Repair the structures / and or building by **September 2, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **September 2, 2023,** provide the Code Official with a work plan to accomplish the repairs by **September 2, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **September 2, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on September 12, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **1112 NEWMAN LANE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1112 NEWMAN LANE** **AGENDA PHOTOS / DW**




2023/09/04

NUISANCE ABATEMENT **1112 NEWMAN LANE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1112 NEWMAN LANE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1112 NEWMAN LANE** **AGENDA PHOTOS / DW**



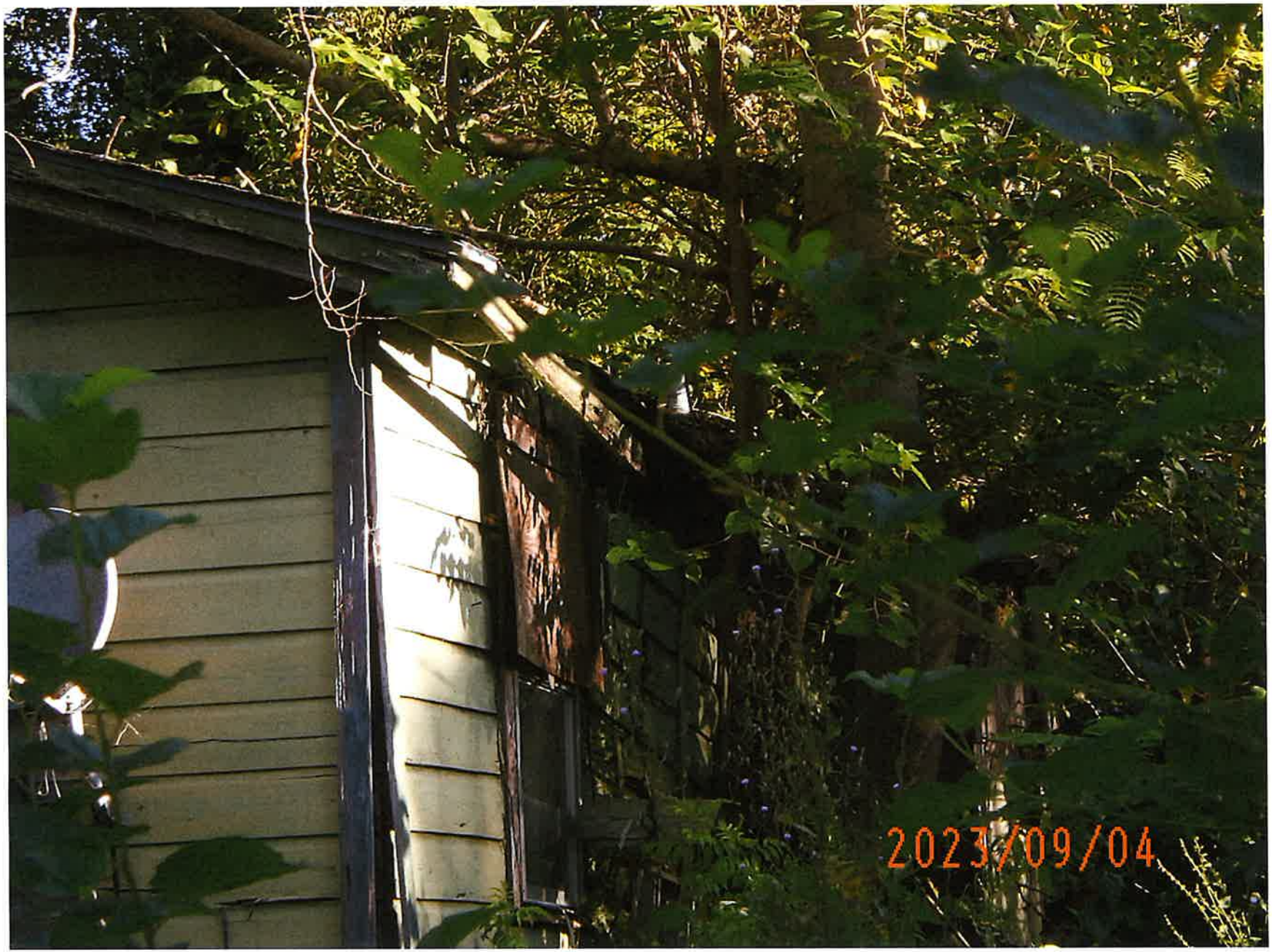
NUISANCE ABATEMENT **1112 NEWMAN LANE** **AGENDA PHOTOS / DW**



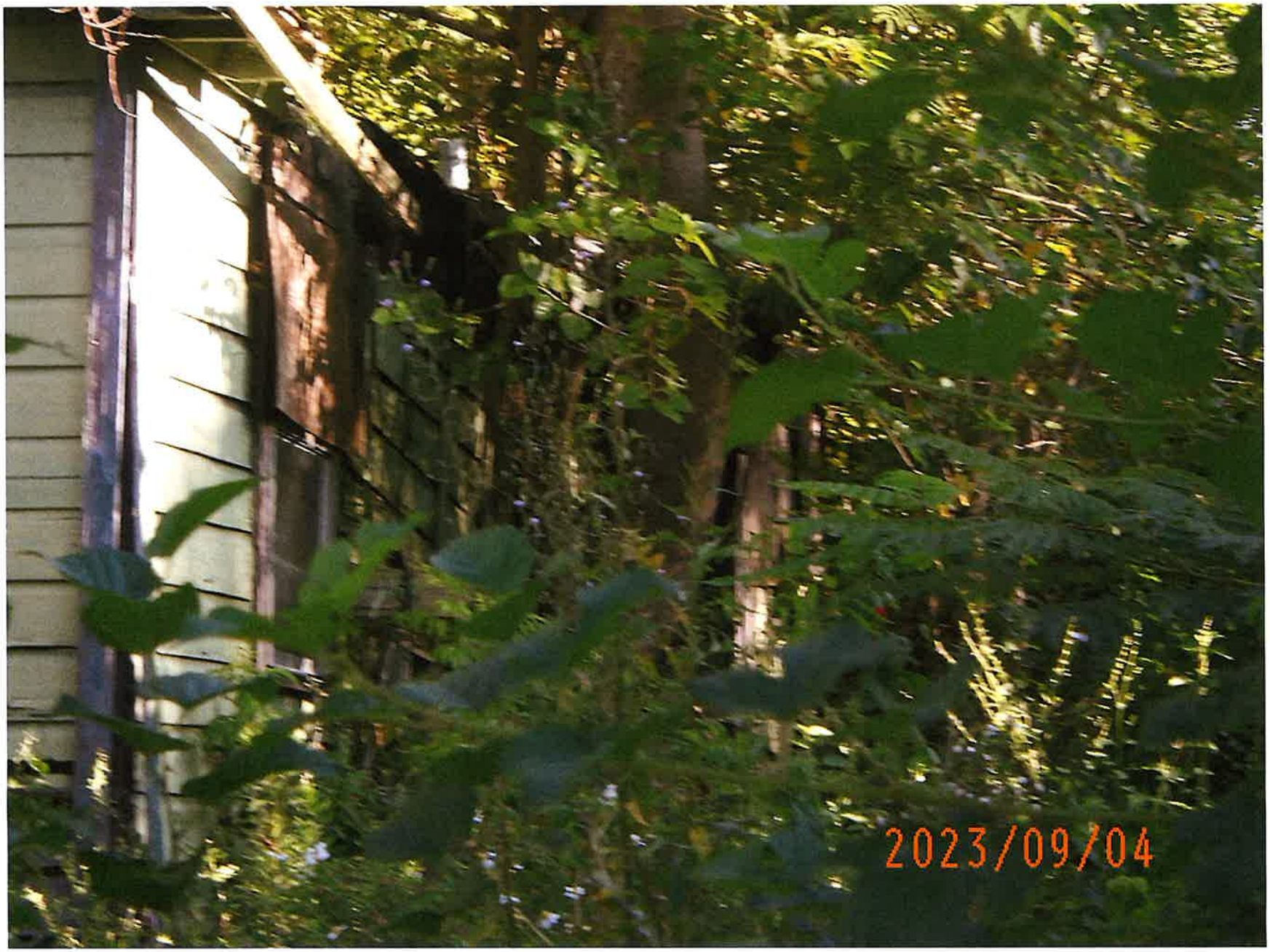
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NUISANCE ABATEMENT **1112 NEWMAN LANE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1112 NEWMAN LANE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1112 NEWMAN LANE** **AGENDA PHOTOS / DW**



Affidavit of Mailed Notice

Date: September 12, 2023

State of Alabama
County of Mobile

Subject Property –1112 Newman Lane

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **4 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 1112 Newman Lane Date: June 1, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date:

Per the Title Report, the owner is: Vincent Burden McRae, aka Jabari Abdur-Rahim and Gregory C McRae

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Gregory C McRae 435 Peace Ave NE Atlanta GA 30308-4204	Owner Phone number 404-963-2313
2	Gregory C McRae 1112 Newman Lane Mobile AL 36610-2539	Subject Address
3	Jabari Rahm 1929 Shelton Beach Rd Ext Mobile AL 36618-2233	Owner Phone number 251-391-5176

TAX STATUS: TAX DEED – 2022 CURRENT

4	Ranita Smith 100 Michael Donald Ave, Apt E Mobile AL 36604-2719	Tax Deed unrecorded dated September 19, 2022, # 7701 for 2018, 2019 & 2021 tax years. Phone number 251-513-5637 Phone number 251-382-8813 Phone number 251-271-0094 Phone number 251-479-3337

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Council Member - Joel Daves - District 5

Purpose and Scope of Project:

The Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Funding Source

Project # 325 E I-65 Service Road S - ME-059-23 **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
Demolition - 325 E I-65 Service Road S	Cover Memo	9/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	9/7/2023 - 11:40 AM

RESOLUTION

Sponsored by: Councilmember Joel Daves - District 5

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **325 E I-65 Service Road S** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **325 E I-65 Service Road S** described as:

LOT 5 SPRINGDALE MALL REPLAT CORRECTED PLAT IN 2022012767

Parcel Number: 28 06 24 4 000 009.005

Last Assessed to: SPRINGDALE/MOBILE LIMITED PARTNERSHP

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
September 5, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, September 12, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **325 E I-65 SERVICE ROAD S** OWNED BY OR MAY HAVE AN INTEREST: **SPRINGDALE/MOBILE LIMITED PARTNERSHP,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 28 06 24 4 000 009.005

COUNCIL DISTRICT 5 – JOEL DAVES

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

325 E I-65 Service Road S

Property Details			
Parcel Key		Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	N	Central Business District	N
Structure Type			

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	~~Y~~ G
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	~~Y~~ G
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	N	Foundation Compromised	N
Survey Date	06-21-23	Comments	

Property Score			
Score	42	Score Description	SECURE G

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 07/20/2023

Property Address: 325 I-65 Service Road **District No:** 5

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Springdale Mobile Limited Partnership
500 E Broward BLVD, STE 1130
Fort Lauderdale, Florida 33394

July 20, 2023

RE: **325 I-65 Service Road S**
Project Number: ME-059-23

Dear Springdale Mobile Limited Partnership:

On July 14, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 325 I-65 Service Road S.

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

LOT 5 SPRINGDALE MALL REPLAT CORRECTED PLAT IN 2022012767

Parcel Number: 28 06 24 4 000 009.005

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

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

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

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

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

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

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

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

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

a) Repair the structures / and or building by **September 2, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **September 2, 2023,** provide the Code Official with a work plan to accomplish the repairs by **September 2, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **September 2, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on September 12, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

NOTE: a) The owner or owners must obtain a Structural Engineer to evaluate/assess the structural stability and soundness of the building pertaining to this parcel. Contingent upon the evaluation and report findings, the owner or owners must obtain the appropriate building or demolition permit prior to proceeding to remedy and abate the violations at this structure.

b) The owner must provide the results of the building inspection (which includes exterior and interior findings) to Todd McClung's (Chief Building Inspector) office no later than **Monday, August 21, 2023**. A building permit must be obtained by **Friday August 25, 2023,** to address all scheduled work. Todd McClung can be reached at **(251) 214-4624** to schedule a meeting time to submit the Structural Engineer report of inspection results.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **325 E I-65 SERVICE ROAD S** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **325 E I-65 SERVICE ROAD S** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **325 E I-65 SERVICE ROAD S** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **325 E I-65 SERVICE ROAD S** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **325 E I-65 SERVICE ROAD S** **AGENDA PHOTOS / DW**




2023/09/05

NUISANCE ABATEMENT **325 E I-65 SERVICE ROAD S** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **325 E I-65 SERVICE ROAD S** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **325 E I-65 SERVICE ROAD S** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **325 E I-65 SERVICE ROAD S** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **325 E I-65 SERVICE ROAD S** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **325 E I-65 SERVICE ROAD S** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **325 E I-65 SERVICE ROAD S** **AGENDA PHOTOS / DW**




2023/09/05

NUISANCE ABATEMENT **325 E I-65 SERVICE ROAD S** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **325 E I-65 SERVICE ROAD S** **AGENDA PHOTOS / DW**



Affidavit of Mailed Notice

Date: September 12, 2023

State of Alabama
County of Mobile

Subject Property –325 E I-65 Service Road S

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

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

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

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

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: E I-65 Service Road Date: June 26, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: June 23, 2023

Per the Title Report, the owner is: Springdale Mall Joint Venture aka Brixmore Property Group

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Brixmore Property Group 3250 Airport Blvd Mobile AL 36606	Owner Phone number 916-619-5187 Phone number 800-468-7526
2	Brixmore GA Springdale Member LLC 420 Lexington Ave 7th Floor New York NY 10170	Secondary address
3	Brixmore GA Springdale Member LLC 450 Lexington Ave 13th Floor New York, NY 10017	Third Address
4	Springdale Mobile Limited Partnership 500 E Broward Blvd Ste 1130 Ft Lauderdale FL 33394	Fourth Address
5	Brixmore GA Springdale Member LLC c/o Ryan LLC Tax Services 3288 Airport Blvd Mobile AL 36606-3802	Paid taxes for 2022
6	Brixmore GA Springdale Member LLC 641 South Lawrence St Montgomery AL 36104	Sixth Address

7 Brixmore GA Springdale Member LLC
7 St Paul St Ste 820
Baltimore MD 21202

Seventh Address

TAX STATUS: 2022 Paid Current

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Council Member - Gina Gregory - District 7

Purpose and Scope of Project:

The Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

9/12/2023

Renewal Date of Contract:

9/12/2023

Funding Source

Project # 259 Border Drive W - ME-044-23 **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
Demolition - 259 Border Drive W	Cover Memo	9/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	9/7/2023 - 11:43 AM

RESOLUTION

Sponsored by: Councilmember Gina Gregory - District 7

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **259 Border Drive** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **259 Border Drive** described as:

LOT 417 & LOT 418 BLK R COUNTRY CLUB VILLAGE MBK 4 P 87-92 #SEC 15 T4S R2W #MP28 05 15 4 001

Parcel Number: 28 05 15 4 001 060

Last Assessed to: NANCY J KENNEDY

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
September 5, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, September 12, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **259 BORDER DRIVE** OWNED BY OR MAY HAVE AN INTEREST: **NANCY J KENNEDY,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 28 06 24 4 000 009.005

COUNCIL DISTRICT 7 – GINA GREGORY

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

259 BORDER DR W

Property Details

PARCEL KEYX	**00517060**	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	**Active**	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	7
STRUCTURE TYPE	**Residential**	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	N
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	N
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	~~N~~ G
PROXIMITY TO BLIGHT	N	FOUNDATION COMRROMISED	~~N~~ G
SURVEY DATE	**2022-04-21**	COMMENTS	

Property Score

SCORE ~~25~~ 86 G

SCORE DISCRIPTION ~~Stabilize~~ Demolition G

Notes

TC

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 07/20/2023

Property Address: 259 Border Drive **District No:** 7

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Nancy J Kennedy
259 Border Drive
Mobile, Alabama 36608-2757

July 20, 2023

RE: **259 Border Drive**
Project Number: ME-044-23

Dear Nancy J Kennedy:

On July 11, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 259 Border Drive.

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

LOT 417 & LOT 418 BLK R COUNTRY CLUB VILLAGE MBK 4 P 87-92 #SEC 15 T4S R2W #MP28 05 15 4 001

Parcel Number: 28 05 05 4 001 060

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

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

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

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

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

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

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

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

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

a) Repair the structures / and or building by **September 2, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **September 2, 2023,** provide the Code Official with a work plan to accomplish the repairs by **September 2, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **September 2, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on September 12, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **259 BORDER DRIVE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **259 BORDER DRIVE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **259 BORDER DRIVE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **259 BORDER DRIVE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **259 BORDER DRIVE** **AGENDA PHOTOS / DW**



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NUISANCE ABATEMENT **259 BORDER DRIVE** **AGENDA PHOTOS / DW**



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NUISANCE ABATEMENT **259 BORDER DRIVE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **259 BORDER DRIVE** **AGENDA PHOTOS / DW**



Affidavit of Mailed Notice

Date: September 12, 2023

State of Alabama
County of Mobile

Subject Property –259 Border Drive

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

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

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

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

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 259 Border Drive Date: May 23, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: May 20, 2023

Per the Title Report, the owner is: Nancy Janebelle Kennedy

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Nancy J Kennedy 259 Border Dr W Mobile AL 36608-2757	Owner and Subject address Phone number 251-490-3569 Phone number 251-342-4719

TAX STATUS: 2022 PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages

2	Wells Fargo Home Mtg. 1 Home Campus MACX 2302-017 Des Moines, IA 50328	Mortgage from Nancy Janebelle Kennedy to Wells Fargo recorded 5/5/2005 bk 5770 pg 967

Lis Pendens

Lis Pendens filed by the City of Mobile against Nancy J Kennedy recorded May 19, 2023, in instrument 2023031340

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 – Lori Dickinson (Employee # 13655)**
  Public Work at Large (Permitting and Development)

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:9/12/2023

Submitted by:

Director of Parks and Recreation Kim Carmody

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Recognizing employee of the month for September, Kathy Sullivan with the Seniors and Therapeutics Division in the Parks and Recreation Department.

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

ATTACHMENTS:

Description	Type	Upload Date
Kathy Sullivan - MPRD September 2023 Employee of the Month - Resolution	Cover Memo	7/24/2023

REVIEWERS:

Department Reviewer		Action	Date
Parks and Recreation	Gauthier, Lana	Approved	9/7/2023 - 11:49 AM

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:

- **Date September 12, 2023 – Name: Kathy Sullivan (Employee #14387) Parks & Recreation (Seniors & Therapeutics Division)**

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:9/12/2023

Submitted by:

DONNA G. BRYARS, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIT WITH THE JAZZY BLUES IN THE PARK BENEFIT ON SUNDAY, SEPTEMBER 24, 2023.

Amount of Contract:

$1,000.00

Funding Source

Project # DSC-01/10041020-42080 **Discretionary Funds** DSC-01

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - DEARBORN YMCA	Cover Memo	9/6/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	9/6/2023 - 9:56 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **$1,000.00** to Dearborn Young Men's Christian Association, Inc., from his discretionary funds*; and

WHEREAS, *Dearborn Young Men's Christian 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 *Dearborn Young Men's Christian Association, Inc., will be used to assist with the Jazzy Blues in the Park Benefit on Sunday, September 24, 2023,* 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 **$1,000.00** Dearborn Young Men's Christian 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:9/12/2023

Submitted by:

DONNA G. BRYARS, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN
COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIT WITH THE 2023 ANNUAL LUNCHEON PLANNED FOR NOVEMBER 15, 2023.

Amount of Contract:

$3,000.00

Funding Source

Project # DSC-01/10041020-42080 & DSC-02/10041020-42200

Discretionary Funds DSC-01 & DSC-02

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - MOBILE LAW ENFORCEMENT FOUNDATION, INC.	Cover Memo	9/7/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	9/7/2023 - 8:01 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*
Councilmember William Carroll

WHEREAS, *Councilmember Penn wishes to appropriate **$1,500.00,** and Councilmember Carroll wishes to appropriate **$1,500.00 (TOTAL $3,000.00)**, to Mobile Law Enforcement Foundation, Inc., from their discretionary funds*; and

WHEREAS, *Mobile Law Enforcement Foundation, 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 Mobile Law Enforcement Foundation, Inc*., will be used to assist with the 2023 Annual Luncheon planned for November 15, 2023*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$3,000.00** to Mobile Law Enforcement Foundation, 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:9/12/2023

Submitted by:

Nick Amberger, P.E., Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilmen William Carroll and C. J. Small

Purpose and Scope of Project:

Approve agreement with Alabama Export Railroad, Inc. for railroad grade crossing improvement.

Amount of Contract:

$44,265.04

Funding Source

Project # C0885 **Discretionary Funds**

Project String 2000.2000.48010 **Contract Number:**4616

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Railroad Crossing Improvements	Cover Memo	9/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	9/6/2023 - 12:08 PM
Capital	Rhodes, Brenda	Approved	9/6/2023 - 3:56 PM
Legal	Kern, Chris	Approved	9/6/2023 - 4:17 PM
Mayors Office	Montgomery, Brandi	Approved	9/7/2023 - 2:54 PM

COOPERATIVE AGREEMENT SUMMARY SHEET

Date: 9/6/2023

Dept #: 3005 **Dept Name:** Engineering

Project #: C0885

Name of Project: Michigan Ave Crossing Railroad Agreement

Name of Agency(s): Alabama Export Railroad, Inc.

Amount of Agreement: $44,265.04

Additional Information: This is a cost reimbursement agreement between the City of Mobile and Alabama Export Railroad, Inc.

Alabama Export Railroad, Inc.- 4519 MCINNIS AVE MOSS POINT MS 39563

Requested by: Jessica White **Date** 9/6/2023

(Note: This sheet should be used when routing agreements to receive funding from other agencies.)

RESOLUTION

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

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

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and the company listed below, for work as outlined in the agreement attached hereto. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: Alabama Export Railroad, Inc.

Project Name: Michigan Avenue Crossing Railroad Agreement
/COM Project# 2023-3005-21

Estimated Cost: $44,265.04

Adopted:

_____
City Clerk

Agreement
Alabama Export Railroad, Inc. and City of Mobile Project

THIS AGREEMENT is made and entered into on this the _____ day of _____, 2023, by and between the CITY OF MOBILE, ALABAMA, (hereinafter the "CITY") and ALABAMA EXPORT RAILROAD, INC. (hereinafter the "RAILROAD");

WHEREAS, it is the intention of the RAILROAD to improve the Michigan Avenue railroad grade crossing (hereinafter the "PROJECT").

WHEREAS, CITY and RAILROAD jointly propose to install concrete railroad crossing surface panels at Michigan Avenue, (DOT# 304189D), and to perform other work in connection therewith to improve the railroad grade crossing for the use of the traveling public.

WHEREAS, the CITY does desire and request the RAILROAD to utilize concrete and 10' timber tie material required to complete the project, and to perform, (with its own employees and work equipment, or by contract, for account of and at the cost and expense of the RAILROAD), the work of purchasing and installing said concrete railroad crossing surface panels which the RAILROAD is willing to do upon the terms and conditions hereinafter set out; and

WHEREAS, the CITY and the RAILROAD desire to cooperate in grade crossing safety improvements in the interest of public improvement of the traveling public for the below listed project, location, and detailed scope of work;

Project Number _____, with DOT Number 304189D on Michigan Avenue in Mobile County, Alabama; in order to improve the crossing surface with 81 track feet of concrete railroad crossing surface panels.

NOW, THEREFORE, THE PARTIES HERETO, covenant and agree to the following terms and conditions:

1. This agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are duly authorized to execute this Agreement, and it is deemed by the parties to be an agreement or contract under seal.
2. The City represents that William S. Stimpson, Mayor has been duly authorized by the City to execute this Agreement and this Agreement will be properly approved and attached to the minutes of the City after it is fully executed.
3. It is understood that the City will reimburse the Railroad 100% of the cost attributable to the purchase of concrete panels and 10' timber ties that will support the concrete panels required for the project. The RAILROAD will be reimbursed at full cost by the CITY within thirty (30) days of receipt of invoice from the RAILROAD.
4. The RAILROAD with its regular construction, maintenance, or installation forces and personnel, will furnish and install said timber ties and concrete crossing panels in workman like manner and to the satisfaction of the City Engineer. The estimated total cost attributable to the use of concrete panels and 10' timber ties to support the concrete panels required for the PROJECT to be reimbursed at full cost by the City is as follows:

   Total Estimated Cost Not To Exceed $44,265.04

5. The RAILROAD shall be responsible for furnishing the appropriate traffic control devices for vehicle traffic during any period of time when any construction by the Railroad is taking place

within the traveled way or shoulder area of the public street or highway. This work zone traffic control will be in accordance with the national Manual on Uniform Traffic Control Devices, latest edition.

6. The RAILROAD will be responsible at all times for all of the work performed under this agreement and, the RAILROAD will protect, defend, indemnify and hold harmless the CITY, its elected officials, employees, agents and assigns, from and against any and all action, damages, claims, loss and liabilities, including attorney's fees and expenses whatsoever or any amount paid in compromise hereof arising out of the negligent, willful, and/or intentional conduct of the RAILROAD, its officials, officers, employees, agents and/or assigns, in relation to the work performed by the RAILROAD.
7. This Agreement will be effective when signed by both Parties and will remain in effect until the PROJECT is completed, no later than December 31, 2024, or such later date mutually agreed upon in writing by the parties.
8. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.
9. 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 or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.
10. 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 would be Mobile, Alabama.
11. RAILROAD shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary in order to abide by the terms of this Agreement.
12. The RAILROAD agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as mended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. Compliance shall be evidenced by the Contractor's documentation of enrollment in the E-Verify Program.
13. By signing this contract, The RAILROAD, 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.
14. RAILROAD shall make every reasonable effort to have at least fifteen (15) percent participation by socially and economically disadvantaged individuals, or the City shall make every reasonable effort to ensure that at least fifteen (15) percent of the total value of all such contracts or agreements described above shall be awarded to qualified contractors or professionals who are socially and economically disadvantaged.
15. RAILROAD shall comply with all applicable 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.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed by those officers, officials, and persons duly authorized to execute same, and the AGREEMENT is deemed to be an AGREEMENT or contract under seal that is dated and effective on the date hereinafter stated as the date of approval by the City Engineer.

WITNESS:

By:_____

Tonya Gilmore

ALABAMA EXPORT RAILROAD, INC.

By:_____

TITLE: President & CEO

DATE: August 3, 2023

ATTEST:

By:_____

City Clerk

CITY OF MOBILE, ALABAMA

By:_____

William S. Stimpson, Mayor

DATE:_____

\\Citylawsrv\cycom\WPDocs\D007\P005\00117001.docx

09-962 **2023**

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $44,265.04 be transferred from Capital Project #C0049 Engineering, ROW, and Testing in the Capital Improvements Fund (Fund 2000); to Capital Project#C0885 Michigan Ave Crossing. These funds are consolidated in an effort to improve the Michigan Ave railroad grade crossing.

ADOPTED: SEP 05 2023

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

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 49 Ford F150 Responder Supercrew pickup trucks for MPD.
Fleet capital

Amount of Contract:

$1,982,197.00

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

ATTACHMENTS:

Description	Type	Upload Date
20230906 Stivers Agenda Package POs	Cover Memo	9/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/7/2023 - 2:51 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
14536	2023	(F7000) MOTOR POOL	49 FORD F150 RESPONDER SUPERCREW PICKUP TRUCKS FOR MPD (AL STATE CONTRACT)	$1,982,197.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____
City Clerk

Bill To	Requisition 00014536-00 FY 2023
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	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
08/30/23	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- 17 OF THE TRUCKS BLACK IN COLOR, 32 OF THE TRUCKS WHITE IN COLOR			
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, 17 OF THE TRUCKS BLACK IN COLOR, 32 OF THE TRUCKS WHITE IN COLOR 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	49.00 EACH	40453.00000	1982197.00
	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, 17 OF THE TRUCKS BLACK IN COLOR, 32 OF THE TRUCKS WHITE IN COLOR.			

Bill To	Requisition 00014536-00 FY 2023
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 2

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL - ATTN: SEAN CLARK
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
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/23	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	REQUESTED BY POLICE DEPT.			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			1982197.00

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 1982197.00

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

Account	Amount	Remaining Budget
E MP01530 .VEHICLEEXP. .	1982197.00	117923.00

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	1982197.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

Bill To	Requisition 00014536-00 FY 2023
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	MOTOR POOL - ATTN: SEAN CLARK
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
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/23	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
CCancelled	08/31/23	JOHN PAINE	GL Allocation changed
Approved	08/30/23	CHARLES SUMRALL	
Approved	09/01/23	CHARLES SUMRALL	Approve Spec
Approved	08/31/23	SHONNDA SMITH	
Approved	08/31/23	JAMES DELAPP	Auto approved by: 910518244
Approved	08/31/23	CHERI BOUCHER	Auto approved by: 910518244
Approved	08/31/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	09/01/23	SHONNDA SMITH	
Approved	09/01/23	JAMES DELAPP	Auto approved by: 910518244
Approved	09/01/23	CHERI BOUCHER	Auto approved by: 910518244
Approved	09/01/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	09/01/23	DONALD ROSE	Auto approved by: 9105paij
Approved	09/01/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/01/23	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	09/01/23	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	09/01/23	JOHN PAINE	
Approved	09/01/23	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

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc for one garbage truck with New Way side load body on Autocar chassis.
Fleet capital

Amount of Contract:

$352,156.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230906 Sansom Agenda Package POs	Cover Memo	9/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/7/2023 - 2:21 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
14549	2023	(F7000) MOTOR POOL	GARBAGE TRUCK WITH NEW WAY SIDE LOAD BODY ON AUTOCAR CHASSIS (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$352,156.00	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00014549-00 FY 2023
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 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: SEAN CLARK
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	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
08/30/23	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	AUTOMATED SIDE LOADER GARBAGE TRUCK AS SPECIFIED: 2023 OR NEWER AUTOCAR AUTOMATED SIDE LOADER GARBAGE TRUCK WITH NEW WAY ASL BODY. SA PER SOURCEWELL CONTRACT 091219 AND YOUR QUOTE SECQ6596 DATED 8-31-2023	1.00 EACH	352156.00000	352156.00

Additional Description Notes

2023 OR NEWER AUTOCAR AUTOMATED SIDE LOADER GARBAGE TRUCK WITH NEW WAY BODY. REQUESTED BY 2090 SANITATION.

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP02070 .VEHICLEEXP. . 352156.00

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 352156.00

Bill To	Requisition 00014549-00 FY 2023
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 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: SEAN CLARK
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	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
08/30/23	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
E MP02070 .VEHICLEEXP. .	352156.00	778358.42

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	352156.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	08/30/23	CHARLES SUMRALL	Approve Spec
Approved	08/30/23	SHONNDA SMITH	
Approved	08/30/23	JAMES DELAPP	Auto approved by: 910518244
Approved	08/30/23	CHERI BOUCHER	Auto approved by: 910518244
Approved	08/30/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	09/01/23	DONALD ROSE	Auto approved by: 9105paij
Approved	09/01/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/01/23	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	09/01/23	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	09/01/23	JOHN PAINE	
Approved	09/01/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

Scranton Manufacturing

Waste & Recycling Vehicles

#091219-NWY
Maturity Date: 11/15/2023
Website: scrantonmfg.com/sourcewell

Sourcewell Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 091219-NWY gives access to the following types of goods and services:

- Mammoth front loader
- Mammoth Western series front loader
- King Cobra rear loader
- Cobra Magnum rear loader
- Cobra rear loader
- Viper rear loader
- Diamondback rear loader
- Sidewinder XTR automated side loader
- Roto Pac automated side loader
- Cobra split-body rear loader

Locate your local dealer or representative
(nongovernment site)

Buy Sourcewell

Login to unlock more contract features.

Username
Username

Password
Password

Log In

Forgot username or password?
Setup Buy Sourcewell access

Register for an account

Simply complete the online application or contact the Client Relations team at service@sourcewell-mn.gov or 877-585-9706.

Search Suppliers & Contracts

General Contracts

ezIQC Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

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New Way #091219-NWY

Pricing provided for contract # 091219-NWY includes a 4 % discount off MSRP to Sourcewell participating agencies.

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Sourcewell

Solicitation Number: RFP#091219

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Scranton Manufacturing Company/New Way Trucks,** 101 State Street Scranton, IA 51462(Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 15, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

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5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

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The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

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10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

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If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

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remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

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1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event

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$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

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maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

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a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

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work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have 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

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covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

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Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 11/11/2019 | 4:15 PM CST

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/11/2019 | 6:40 PM CST

Scranton Manufacturing Company/
New Way Trucks

DocuSigned by:
By:
AC537C12014541C...
Don Ross
Title: Vice President od Sales and Marketing

Date: 11/21/2019 | 4:06 PM CST

DocuSign Envelope ID: 98DDEB30-163C-4FDE-9EA8-5074B1C4EA7A

RFP 091219 - Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	Scranton Manufacturing Co.< Inc.
Does your company conduct business under any other name? If yes, please state:	New Way Trucks
Address:	101 State Street Scranton , IA 51462
Contact:	Jesse Geeslin
Email:	jgeeslin@newwayfleetforce.com
Phone:	715-321-6048
HST#:	42-0993825

Submission Details

Created On:	Thursday July 11, 2019 11:28:13
Submitted On:	Thursday September 12, 2019 16:03:12
Submitted By:	Jesse Geeslin
Email:	jgeeslin@newwayfleetforce.com
Transaction #:	bb987cd9-c812-4f9a-990d-2071bf6a773d
Submitter's IP Address:	66.43.199.59

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Scranton Manufacturing Company/New Way Trucks	*
2	Proposer Address:	101 State Street, Scranton, Iowa 51462	*
3	Proposer website address:	newwaytrucks.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Don Ross, Vice President of Sales and Marketing, 101 State Street, Scranton, IA 51462, dross@newwaytrucks.com, 712.652.3396	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Don Ross, Vice President of Sales and Marketing, 101 State Street, Scranton, IA 51462, dross@newwaytrucks.com, 712.652.3396	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jesse Geeslin, Director of Sales for New Way FleetForce, 101 State Street, Scranton, IA 51462, jgeeslin@newwayfleetforce.com, 715.321.6048	

Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Scranton Manufacturing and its New Way Trucks brand is the crown jewel of the McLaughlin Family Companies. It is the largest privately-held mobile refuse collection vehicle manufacturer in the nation. New Way Trucks is the fastest-growing company in the $80 billion solid waste industry and has been family-owned for more than 45 years. Throughout our existence, we have been committed to innovation, safety, quality, and customer satisfaction. Midwest values drive everything we do, and our people are our most valuable asset. When asked about why and how our company has grown, McLaughlin Family Companies founder and 2009 National Waste & Recycling Association (NWRA) Hall of Fame inductee, John McLaughlin, attributes the company's continued success to the 4 P's: Principles, People, Products, and Persistence. Since the very beginning, New Way's business plan has been based on growth and expansion. We have experienced exponential year-over-year growth in each of the last 10 years, and in 2015 we added a 56,000 square foot manufacturing addition. In 2018 a $3 million investment in computerized fabrication equipment and robotics continued that expansion and today our manufacturing space exceeds 400,000 square feet under roof in central Iowa with joint venture manufacturing projects throughout North America. We are proud to offer the widest lineup of refuse collection equipment of any manufacturer in the industry. Our full line of affordable refuse equipment includes front loaders, rear loaders, satellite bodies, recycling bodies, side loaders, and automated side loaders in sizes ranging from 6 to 43 yards. We also offer Compressed Natural Gas (CNG) fueling integration on all of our models, which results in a cleaner burning vehicle that lowers exhaust emissions and utilizes a domestic fuel source. We are also proud to boast the nation's largest Dealer Network with 36 dealers and 83 separate locations that provide service to all 50 states. In Canada, our Dealer Network includes five privately-owned dealerships and 13 locations covering all of Canada. New Way's Dealer Network also includes 11 additional locations across the globe. Due to our extensive Dealer Network, New Way Trucks are on the ground in five of the world's seven continents. Our small-town Iowa location in America's heartland still holds dear our family values and a hard work ethic that has been passed down through generations. Pair this work ethic and dedication to the job with the ability to innovate and the willingness to learn, and you'll see why New Way is able to produce such cutting edge, high quality products. Through continually investing in training and educational opportunities for all employees, we are proud to maintain a focus on research, remaining adaptable, and drive customer value in order to meet the specific needs of our end-users.	*
8	Provide a detailed description of the products and services that you are offering in your proposal.	New Way Trucks offers the widest product lineup of refuse collection equipment in the industry. Our Mammoth front end load (FEL) models come in both standard and west-coast lightweight designs. Our rear end load (REL) models: the Diamondback, Viper, Cobra, Cobra High Compaction, and King Cobra range in size from 6 to 32 cubic yards for both residential and commercial collection applications. In addition, we offer the strongest and most durable automated side load (ASL) mobile refuse collection vehicle on the market, the Sidewinder, and our Mamba Satellite Side Loader completes the lineup. New Way is also the exclusive dealer for RotoPAC, the world's first auger-driven automated side loader.	

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All of our mobile refuse collection vehicles are available to be rented through our New Way FleetForce program - the only direct-from-manufacturer rental company in the industry. New Way FleetForce offers various rental contract options, ranging from as short as one week to a multi-year rental contract. New Way FleetForce maintains a rental fleet of the newest and most productive waste collection vehicles and has the volume to meet Members' various needs and delivery requirements. In most cases, delivery can happen immediately. Since our FleetForce mobile refuse collection vehicles are built and distributed like any other of our New Way products, Members are guaranteed factory-trained support through our nationally-renowned Dealer Network.

Front Loaders

The New Way Mammoth is known for its superior strength and front-load durability. Designed with one-piece, curved shell body side construction for superior strength and a streamlined appearance, the New Way Mammoth Front-End Loader comes equipped with the strongest steel specifications in the waste industry. In addition, heavy-duty, single-piece constructed arms, torque tube assembly, and Pack-on-the-Go features maximize route and labor efficiency.

Standard features on the Mammoth front-loader mobile refuse collection vehicle include a 4-split bearing block with bronze bushings and an easy adjust deceleration valve, giving the operator control of the arm's return to the vehicle body. Two safety cameras come standard on this series; one affording the operator a view into the hopper and another to assist in reverse. This front loader also boasts the largest clean-out doors and sump in the industry. Combined, these two features set the standard for ease of access and the clean out of trash trapped behind the packing blade. As with all New Way Trucks mobile refuse collection vehicles, the Mammoth comes standard with a two-year cylinder warranty.

No other front-load mobile refuse collection vehicle on the market can offer the ease of use and maintenance, superior strength, durability, and product support of a New Way Mammoth Front Loader.

The New Way Mammoth Western Series is a lighter front-end-loader with mammoth strength. There is no need to sacrifice power in a front-load mobile refuse collection vehicle when a lighter weight matters. The Western Series Mammoth Front Loader is over 10 percent lighter than the Mammoth, while boasting the same superior strength and capacity that all New Way Trucks are known for. Weighing in at just 16,100 to 17,300 pounds, the Western Series Mammoth maintains an impressive 34 to 40 cubic yard hopper capacity and a packer cycle time of only 25 seconds.

This front-loader was designed to be compliant with DOT weight regulations in many areas, which we accomplished with lighter weight, high-tensile steels. This results in a mobile refuse collection vehicle with superior strength at a reduced overall body weight that is compliant with coastal states' regulations.

Customization of the Western Series Mammoth to accommodate 2 to 4 cubic yard bins is easy with smaller hydraulic cylinder sizes. This front loader still offers an incredible 8,000 pounds of lift in the single-piece arm, but when less strength is required for smaller bins, customers can also select a 6,000 pound hydraulic cylinder option.

Each Western Series Mammoth front loader's standard equipment includes high-tensile steel, heavy-duty single-piece arms, torque tube assembly, two safety cameras: one for operator viewing of the hopper and another for backing up, and the largest clean-out doors and sump in the industry. New Way Trucks also includes a two-year hydraulic cylinder warranty on all mobile refuse collection vehicles.

Overall, the Western Series Mammoth front-loader offers brute force and superior strength and stamina, all while being weight-log compliant for more stringent Department of Transportation regulations.

Rear Loaders

The New Way King Cobra offers industry-leading rear-load waste compaction. The design of this heavy-duty mobile refuse collection vehicle sets the bar in the refuse industry, putting it at the top of the industry's food chain. The King Cobra is the unequivocal leader with an approximate 1,000 to 1,300 pounds per cubic yard compaction rate and superior rear-loading capabilities.

Built to take on a lot of work without requiring much maintenance, the King Cobra rear loader offers many of the standard features of other New Way rear-loaders. Curbside hydraulic access, side-body automatic tailgate locks, a rear-view camera and two-year hydraulic cylinder warranty are just a few of the many standard options. The King Cobra can also be customized to meet the needs of a Member's individual operation.

Combine all of this with the fact that the King Cobra has the lowest cost of operation of any comparable body size and one of the lowest warranty claims of any mobile refuse collection vehicle body in the industry, and you've got a mobile refuse collection vehicle that charms the most demanding of routes.

The New Way Cobra Magnum is a large rear-loader that is still fully DOT compliant. The

Cobra Magnum offers the ultra-high compaction of the King Cobra with a body weight lighter than what the competition is able to achieve.

The Cobra Magnum is designed to comply with Department of Transportation weight regulations and offers the easiest operational features in today's mobile refuse collection vehicle market. Operators have convenient access to curbside hydraulic controls on this impressive rear loader that will easily compact approximately 1,000+ pounds per cubic yard.

Add in a huge 3.55 cubic yard hopper and a striking 21-23 second cycle time, and the Cobra Magnum delivers the perfect size mobile refuse collection vehicle with the bite to crush anything you throw its way.

The newest addition to New Way's product line is the Cobra High Compaction 25 yard rear-end-loader. The Cobra High Compaction (HC) boasts the compaction and speed of its bigger brothers, the Cobra Magnum and King Cobra, but features a lightweight body with an overall lower profile for height-restricted refuse collection routes.

Preventive maintenance is made simple and easy with the vehicle's mounted front valve, easy access wiring system, and removable slide show access cover. The new Way Cobra HC hits the industry in 2020 with its 1,100 to 1,300 pounds per cubic yard compaction rate, 15,000 pound weight (for the standard 25-yard model), and a 21-23 second cycle time.

Additional features include a large 3.5 cubic yard hopper with wide 80-inch tailgate and inboard hydraulic cylinders, an inside-body hydraulic tank, optional auto-lock turnbuckles, and optional bolt-on winch systems.

The New Way Cobra is a lightweight rear loader with full-sized compaction. Our Cobra rear-end-loader is the contractor's choice, striking the perfect balance between outstanding compaction and a lightweight 20 cubic yard body. With a compaction rate of up to 1,000 pounds per cubic yard, the Cobra is a powerful rear load mobile refuse collection vehicle that will do everything mid-size mobile refuse collection vehicles can do.

Add in the Cobra's large 3 cubic yard hopper - available in 9 to 25 cubic yard capacities - on a single-axle chassis, externally-mounted hydraulic cylinders for easy maintenance, operating valve on the outside of the hopper, automatic tailgate locks with outside lever controls, high-compaction body and a variety of container-handling options for both steel and plastic carts, and you'll understand why the Cobra dominates the mobile refuse collection vehicle industry.

The New Way Viper is an innovative rear-end-loader built for safety and maintenance. It is one of the most popular mid-compaction rear loader bodies on the market today. Larger capacity Viper units are excellent for both residential and commercial work.

New Way's engineering team has increased safety and added value with a design that moves the hydraulic cylinders and the operating valve to the outside of the vehicle's body. This creates a straight line between levers and control rods, making maintenance quick and easy. The operator valve placement eliminates the need to reach into the vehicle body, increasing operator safety.

The Viper also comes standard with automatic tailgate locks with the control handle located on the side of the chassis, thus eliminating the time and effort needed to go back and forth to operate the traditional turnbuckle locks.

With accessories and adapters to accommodate all varieties of residential cart tippers and commercial containers, a rear-view camera and a two-year hydraulic cylinder warranty, this venomous rear loader is sure to paralyze the competition.

The New Way Diamondback packs powerful features into a compact profile. Our smallest rear-load mobile refuse collection vehicle exhibits quality in workmanship and raw materials that differentiates it from the competition. This compact, low-profile mobile refuse collection vehicle with a low load-still threshold has a compaction rate of approximately 800 pounds per cubic yard in the standard unit and up to approximately 1,000 pounds per cubic yard on the high-compaction model.

When searching for quality, affordability, and maneuverability to service residential park collection routes, the Diamondback mobile refuse collection vehicle is the answer. It is available in 6 or 8 cubic yard body capacities, and is adaptable to all residential cart tippers.
The Diamondback is lethal to the competition as it comes fully-equipped with a range of standard features that are merely options on most other units, including a rear-vision camera and standard two-year hydraulic cylinder warranty.

Automated Side Loaders

The New Way Sidewinder XTR is an automated side-loader with one-operator efficiency. With a faster compaction rate unrivaled by any other side-load mobile refuse collection vehicle on the market and the industry's strongest frame-mounted collection arm that reaches up to an impressive 12 feet, efficiency is always at the operator's side. The Sidewinder XTR combines the convenience of automated loading with the ability to maneuver in tight spaces to create an ultra-tough, overbuilt side-loading machine.

At the end of the day, the convenient features of the Sidewinder XTR are even more evident.

		Mobile refuse collection vehicle operators appreciate the convenience of being able to easily clean out behind the pack panel with the widest opening access and largest clean-out sump in the industry. Add to that the standard rear-view camera and a two-year hydraulic cylinder warranty, and you can see why the Sidewinder XTR has a solid grip on the competition. The New Way RotoPAC is the first auger-driven organics and municipal solid waste collection vehicle in the world. The ultimate goal of waste management is zero waste being deposited into landfills. With an eye towards the future, New Way is leading the pack with our RotoPAC. Organics on Monday, municipal solid waste (MSW) on Tuesday. Gone are the days of maintaining separate trucks to meet a community's waste management needs. As the first mobile refuse collection vehicle in the world that works equally well with municipal solid waste as it does with organic refuse collection, the dual-purpose RotoPAC is designed for operational flexibility. The RotoPAC's self-cleaning auger not only more efficiently compacts organic materials - such as grass clippings and food waste - but will automatically reverse in the rare event of a jam. The 23,000 pounds of auger torque makes quick work of compaction and self-cleaning, which eliminates downtime to clean out behind a pack panel. The automated arm has a 12-foot reach and can easily manage up to 500 pounds at maximum extension. Add to that a 27 cubic yard body, the highest legal payload in the industry at 25,000 pounds, reduced hydraulic cylinder maintenance due to the auger, and a liquid-tight hopper up to 40 inches high, and you have the most innovative, adaptable, and futuristic mobile refuse collection vehicle available on the market today. The RotoPAC is available in sizes ranging from 14 to 27 cubic yards. Satellite Side Loader The New Way Mamba is a fiercely-fast and agile side loader. This satellite side loader slithers its way into residential refuse collection routes that other mobile refuse collection vehicles cannot and provides the freedom to load from either side of the vehicle. With its slender body construction, the Mamba plays a vital role and has the ability to transfer compacted materials to larger rear loaders. Available in fixed-body mount, the Mamba also features cart tipper and barrel dumper options, giving Members the ability to customize a side-loader machine that is sure to strike fear into the competition.	
9	What are your company's expectations in the event of an award?	In the event of an awarded contract, members of the New Way team will travel to Minnesota within 45 days of an award to initiate further training on the new agreement and formally launch the contract. The remainder of our organization will be subsequently trained, and updated procedures will be quickly disseminated to our Regional Sales Managers (RSMs) and onward to our Dealer Network. New, discounted pricing will become valid immediately to Members and our new turnkey solution will be quickly implemented. A Sourcewell-awarded contract will allow New Way Trucks to continue to provide Members with great products at a discounted price to our many existing municipal customers, grow our municipal base, and open the door to new opportunities in the educational space.	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	New Way Trucks is the cornerstone of the McLaughlin Family Companies, a rapidly expanding central-Iowa based group of companies focused on refuse, recycling, and veterinary equipment manufacturing and retail product distribution for new and used automobiles and automotive products. The company has consistently experienced annual double-digit growth, and now employs nearly 550 people in Central Iowa. This growth is expected to continue as the company is committed to expanding manufacturing capacity to meet an ever-growing demand for its product line. On average, New Way has experienced a 20 percent per year growth on orders received and units built over the past three years.	*
11	What is your US market share for the solutions that you are proposing?	New Way Trucks holds an approximate 15 percent market share in the US for mobile refuse equipment. Our Dealer Network lays the cornerstone for our entire organization, covering every state in the nation and all of Canada. Although Sourewell focuses on the USA and Canada, New Way also has a global presence through our international Dealer Network, with our equipment currently on five of seven of the world's continents.	*
12	What is your Canadian market share, if any?	According to our best estimates, New Way currently has a 20 percent market share in Canada. Canada is also home to our RotoPAC manufacturing operation. With 5 dealerships in 13 locations covering the entirety of Canada, our presence in Canada is poised to expand.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. New Way Trucks is a financially stable organization with continued growth year after year. We are the largest privately held manufacturer of refuse equipment in North America and rank in the top 3 of all manufacturers of our type.	*

14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Both New Way's sales force and Dealer Network cover all of the U.S. and Canada. Our sales force is comprised of all New Way employees, whereas our trusted dealers and their representatives are employees of their respective dealerships. Domestically, the New Way Dealer network is made up of 36 privately owned dealerships with 83 separate locations across the United States. In Canada, our Dealer Network is five dealerships strong and spans 13 locations. This North American network includes hundreds of employees dedicated to showcasing the New Way brand. To support its customers and extensive Dealer Network, New Way Trucks has a broad sales, marketing, and service organization made up of New Way employees. Ten Regional Sales Managers (RSMs) are responsible for our North American sales territories and provide direct dealer and end-user product support. These RSMs are responsible for training, educating, and demonstrating our products to end-users and dealers. They also assist with price quoting, order development, and support both during and after the product sale. Our Service, Warranty, and Parts teams provide after-sales support to both dealers and end-users. Field Service teams provide on-site technical support and training to our end users and Dealer Network. New Way certified field service technicians are available to Members. These field service technicians provide service and support at Dealer and Member locations to assist with any maintenance needs that arise. The New Way Dealer Network is the first line of defense for any parts or service issue. Each dealer maintains an inventory of stock parts and a team of service technicians are available to support Members when necessary.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The American National Standards Institute (ANSI) is the governing body for refuse equipment specifications and requirements in North America, and is administered by the National Waste and Recycling Association (NWRA). New Way is represented on all ANSI committees and is actively involved in establishing new equipment safety protocols and equipment specifications for our industry. New Way is also actively involved with the NWRA including holding senior-level board seats on both the 10-person Board of Trustees and the 11-seat Supplier Board of Governors. In addition, our manufacturing facility is certified by the Occupational, Safety, and Health Administration (OSHA).	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	New Way Trucks has not been suspended or disbarred from participating in any government contracts since the company's inception.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Mobile Refuse Collection Vehicle Rental Program: New Way is a diversified provider of municipal equipment. As part of New Way's offering, we also provide rental options through New Way FleetForce - the only direct-from-manufacturer rental operation in the industry. New Way FleetForce provides both short and long-term rental solutions for all the equipment we manufacture. A rental program is a great solution for Members looking for different finance options to acquire the same great New Way Truck. Work Ready Vehicle Program: The New Way Trucks Work Ready Vehicle Program is designed to meet Members' immediate needs for solid waste collection vehicles. New Way regularly builds standard, well-equipped vehicles that provide immediate solutions for Members that desire quicker turnarounds.	*

Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	New Way is extremely active in the North American solid waste industry and has been recognized by both the NWRA and Solid Waste Association of North America (SWANA) throughout the years. As mentioned in item seven, our founder, John McLaughlin is a member of the NWRA Hall of Fame. 2019 NWRA member of the year Don Ross, New Way Vice President of Sales & Marketing. Though it falls outside of the suggested 5-year window, Don is also the recipient of the 2008 Solid Waste Association of North America (SWANA) Distinguished Service Award. 2018 Waste360 40 under 40 Johnathon McLaughlin, New Way Executive Vice President 2017 NWRA member of the year Mike McLaughlin, New Way Chief Executive Officer 2016 SWANA Collection & Transfer Technical Division Director, Don Ross, New Way VP of Sales & Marketing	*
19	What percentage of your sales are to the governmental sector in the past three years	New Way Trucks serves both the private and public sectors of the industry, however the majority of our customers are government entities. In the past three years alone nearly 60 percent of New Way sales were to the public sector.	*
20	What percentage of your sales are to the education sector in the past three years	Less than five percent of New Way sales is currently to the education sector, however New Way is proud to list a number of major universities as customers. This list includes Harvard University, Pennsylvania State University - University Park, The University of Missouri at Columbia, Bucknell University, The University of Minnesota - Twin Cities, Iowa State University, The George Washington University (DC), Georgia State University, and The Ohio State University. A number of other educational institutions are New Way customers, including the Jurupa Unified School District (CA), Long Island Unified (NY), San Ramon Valley Unified School District (CA), Atascadero Unified School District (CA), and the Long Beach Unified School District (CA), to name just a few.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	New Way currently holds a contract with the Houston-Galveston Area Cooperative, however sales via this cooperative account for less than one percent of annual total units sold.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	New Way is listed as a manufacturer on GSA contract #47QMCA18D000E, held by our dealer, Maryland Industrial Trucks. Through this contract New Way equips military bases around the globe with refuse collection equipment. Sales via this contract have accounted for less than five percent of annual total units sold.	*

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
City of Sacramento, California (Sourcewell Member #18730)	Hector Barron - Public Works Director	916-808-8300	*
City of Danville, Illinois (Sourcewell Member #2185)	Carl J. Carpenter - Director of Public Works	217-431-2287	*
Emerald Coast Utilities Authority (Sourcewell Member #19660)	Randy Rudd - Director of Shared Services	850-698-4676	*
City of Greenville, South Carolina (Sourcewell Member #4052)	Dave Derrick - Assistant Director of Public Works	864-467-4345	
City of Savannah, Georgia (Sourcewell Member #28141)	John Sawyer - Public Works Director	912-651-4241	

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Sacramento, California	Government	California - CA	The City of Sacramento's Recycling and Solid Waste department has been a regular and consistent New Way customer for many years. California's capital city provides waste collection services to more than 128,000 residential customers, and New Way Trucks are trusted with the collection and disposal of all refuse and recycling materials.	New Way has built 49 mobile refuse collection vehicles for the City of Sacramento over the past 3 years, with 16 more currently on order. Our relationship goes back further than that, as there are dozens more New Way Trucks in the City's fleet.	$7,966.496.98	*

City of Kansas City, Missouri	Government	Missouri - MO	A relatively new Sourcewell Member, Kansas City is one of the fastest-growing and dynamic municipalities in the Midwest. As a result of recently privatizing collection efforts, the city provides one of the most cost-effective trash and recycling collection services in the nation. Residents of Kansas City are not charged a monthly fee for trash collection service, but rather the service is funded from general tax dollars. Currently, Kansas City's Public Works Department is evaluating its current solid waste management process and is developing a Long-Term Solid Waste Strategic Management Plan, a plan that New Way is honored to be included in.	The city of Kansas City, Missouri's most recent New Way order was for 30 units.	$2,047,314
City of Greenville, South Carolina	Government	South Carolina - SC	The Garbage & Recycling division of the City of Greenville, South Carolina uses New Way Trucks for the collection and disposal of residential solid waste. New Way Trucks contributed to the city's Fleet Services Division earning a #11 ranking on the NAFA Fleet Management Association's 2017 Top 100 list.	The City of Greenville's most recent New Way order was for 5 mobile refuse collection vehicles. Like many of our valued municipal partners, Greenville is a repeat customer.	$1,202,697.90
Emerald Coast Utilities Authority (ECUA)	Government	Florida - FL	Among other services, the Emerald Coast Utilities Authority provides solid waste, recycling, and yard trash collection to residential properties within the unincorporated area of Escambia County, Florida. New Way is proud to have provided mobile refuse collection equipment to Florida's oldest county in an effort to keep a beautiful area of the country in pristine condition.	ECUA has bought 8 New Way Trucks within the past year, bringing the number of New Way mobile refuse collection vehicles in their fleet to an even 20. Through discussions with ECUA leadership, we are expecting orders anywhere from thirty to forty vehicles in the near future. Ten are on order currently, with more purchases programmed for 2020.	$1,113,729.40
City of Savannah, Georgia	Government	Georgia - GA	The City of Savannah's Department of Refuse Disposal provides solid waste processing and disposal services for all City departments, Savannah residents, and paid subscribers residing in the unincorporated areas of Chatham County, Georgia. Savannah has been a national leader in handling waste in the management-by-component approach in which different types of waste have different handling characteristics and are re-used, recycled, processed, or disposed of accordingly. New Way is lucky to have been part of such an innovative approach to managing municipal solid waste.	Yet another repeat customer, the City of Savannah's latest order was for 6 New Way Trucks. With over 50 New Way Trucks in the City's fleet, we are glad to have played a part in keeping one of the nation's most picturesque cities beautiful for so many years.	$519,650.52

Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable.Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	New Way is proud to employ 10 Regional Sales Managers (RSMs) that cover all of the North American continent. Our RSMs are strategically located within their territories to provide immediate response to customer inquiries. New Way proudly boasts the largest sales team of any refuse equipment manufacturer in North America. Our RSMs are supported by three sales assistant, a sales order supervisor, and two marketing specialists located at our primary manufacturing facility.	*
26	Dealer network or other distribution methods.	New Way's Dealer Network is the cornerstone of the entire organization. Our expansive Dealer Network is able to service every state in the United States and all of Canada. Our 36 U.S. dealers have 83 locations throughout the country, and our 5 Canadian dealers have 13 locations throughout Canada.	*
27	Service force.	New Way supports our dealer service programs with both factory-based and field service teams. Along with an extensive parts department, our factory-based service department operates like a call center by providing technical support to our dealers' service departments as well as our end users. New Way's four field service representatives are regionally located in Florida, Arizona, Missouri, and Iowa to provide on-site technical support for critical out-of-service issues and to support our factory-based service team with on-ground intelligence. Additionally, most dealers have their own service programs and provide field service support to customers. The New Way Parts Department - centrally located in Carroll, Iowa, has 3 knowledgeable call center support staff, 1 Internet salesperson, and 5 Shipping and receiving personnel to handle any replacement parts needs for Members in an efficient, professional, and timely manner. We have the ability to ship parts anywhere in the world with our logistics partnerships. Due to our close relationship with New Way's production plant, lead times for uncommon parts are very low. Our Dealer Network is the first line of defense for any parts and services inquiries. Each of our dealers currently stock parts and have several service technicians immediately available to provide assistance where needed.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	New Way's service department is led by an experienced service manager and has two in-house service technicians and four field service technicians. Our two in-house technicians are always available by phone, so our response time is usually immediate. Our field service technicians are also available by phone but much of the time are on-site at customer or dealer locations as needed. In addition, the New Way controls, hydraulic and mechanical engineering teams are also available to assist the service team. To assure customer satisfaction each New Way service team member takes full ownership of each call and visit following up to complete resolution. Our parts department is able to provide immediate response to our customers' needs. New Way constantly works with our dealer support network to provide timely customer service out in the field as well. All dealers have access to the full New Way products parts catalog and keep the most common parts in stock for immediate delivery in order to support members and their New Way equipment. If a dealer doesn't have a part in stock, New Way ships globally! Based in the central United States, parts can be available anywhere in the continental US overnight. New Way's direct rental company, New Way FleetForce, is able to provide pre-positioned rental vehicles across the nation. Rental vehicles are also available for both long and short-term rentals for contract changes, seasonal leaf collection, emergency clean-up and disaster recovery, and other short or long-term refuse collection projects. Because New Way FleetForce rentals are immediately available, they are ideally suited to aid in natural disaster recovery operations. New Way Trucks have aided with storm clean-up efforts in both the Houston area following Hurricane Harvey and in Puerto Rico following Hurricane Maria.	*
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	New Way has mobile refuse collection vehicles in all 50 states, and is well-equipped to provide refuse equipment solutions to every state in the country. There is nowhere that we won't service nationwide.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Through our national presence and extensive dealer network, New Way Trucks is able to serve all Sourcewell Member sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	There are no restrictions in Alaska, Hawaii, or any US Territories. New Way vehicles are currently in service throughout Alaska, Hawaii, and all US Territories.	*

Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Sourcewell is and will continue to be a key feature in the entire New Way sales and marketing program. New Way dedicates a page on our website - newwaytrucks.com/sourcewell - to our partnership with Sourcewell. For the past five years, New Way has included the NJPA/Sourcewell contract information in all of its marketing efforts including a logo on all of our product brochures, in all dealer communication including electronic newsletters, and at all events and conferences. We have also partnered with Sourcewell staff to present the benefits of being a Sourcewell Member at the New Way semi-annual dealer summit event. Additionally, New Way will continue to participate in Nationwide Sourcewell training events. New Way Trucks is also prepared to co-sponsor local, regional, and nationwide trade shows with our Dealer Network - which all focus on our products and partnership with Sourcewell. Attached for your review are samples of our marketing materials. Product literature is available for all New Way products.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	New Way is an industry leader in social media strategy & digital media execution. Our official accounts have over 3,700 page likes on Facebook, 500+ twitter followers, 250+ YouTube subscribers, and 1,000+ instagram followers. New Way Trucks is also an industry leader in online presence, as our advanced and comprehensive website has averaged over 12,750 pageviews every month throughout the last calendar year. Within the site is a password-protected dealer portal - a great resource for product specifications, company news, publicly available dealer contact information, and Sourcewell pricing and contract information for dealer use. Our on-site Research & Development Department is constantly striving to make data-driven decisions to improve the refuse bodies we manufacture. In turn, these product updates are marketed through both traditional and digital means.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	A Sourcewell-awarded contract represents a long term partnership between well-respected organizations. This partnership is made stronger by the participation of its members and engagement of its vendors and Sourcewell represents the conduit between these entities. For the contract to be successful, both parties should help promote its value. A vendor such as New Way needs Sourcewell to connect us to its members while simultaneously promoting the competitive nature of the procurement tool, the high-quality, industry leading vendors it selects, and the ease of use of its program. At the same time, a vendor such as New Way, with its large North American footprint, vast dealer network, and industry-leading municipal customer base, should showcase its Sourcewell-awarded contract as the cornerstone of its municipal sales program. No other competitively procured agreement has the reach, ease of use, and cost savings of a Sourcewell-awarded contract, and New Way's team will promote and demonstrate that value through all of its sales and marketing channels, as it does today. New Way Trucks highly values Sourcewell's continued participation in our semi-annual dealer summit and training programs that bring together and support Members and Vendors. Sourcewell is already a large part of the sales process at New Way Trucks. We prominently place the Sourcewell logo and awarded contract number on product literature, marketing collateral, eNewsletters, and our website. Our New Way Dealers are very well-versed in doing business within the confines of the Sourcewell Contract. New Way will continue to exhibit our partnership with Sourcewell at local, regional, and national training events and tradeshows. Sourcewell will remain a key fixture in New Way's sales process.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Since 90 percent of our mobile refuse collection vehicles are specially customized for our customers, we do not currently offer an e-procurement ordering process.	*

Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	As mentioned previously, New Way regularly hosts Dealer Summits and nationwide training events aimed at informing and educating both our Dealer Network and Members on how to best care for our New Way Trucks. We also host and broadcast at-factory service events and vehicle updates. We'll even go out to a Member location and train them on the product during time-of-sale and throughout the product life cycle. We proactively train members to show how a New Way solution will work better for them than their current product. To do this effectively, we always have a fleet of new demo vehicles across the United States and Canada available for demonstration to Members. In addition to our regional and at-factory sessions, New Way provides standard on-site delivery maintenance training to the Member through our Dealer Network.	*

37	Describe any technological advances that your proposed products or services offer.	New Way is constantly innovating, and technological advances are too numerous to list. However, two significant advances include the following: Introduced 6 years ago, the New Way RotoPAC is the first auger-driven organics collection vehicle in North America. It is also the first mobile refuse collection vehicle that works equally as well with municipal solid waste as it does with organic refuse collection. Additionally, it is the first mobile compactor to offer 23,000 pounds of torque in a screw-type auger. In early 2018, New Way teamed with BYD - an international leader in battery-electric automobiles - to deliver the first 100 percent battery electric Class 8 rear loader to Recology Cleanscapes in Seattle, Washington. We are proud to have aided in developing the most advanced mobile refuse collection vehicles in the world and to have played such a major part in effecting positive, sustainable change. New Way Trucks is currently working with BYD on other 100 percent battery-electric configurations, including a fully-automated side load mobile refuse collection vehicle. New Way's latest body features are designed to make routine service easier than ever. To keep vehicles running in top form, periodic maintenance is required, and our 20-person engineering department is making that easier through thoughtful design.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Aside from offering a compressed natural gas fueling system on any of our product models, resulting in cleaner emissions, New Way participates in other environmentally-friendly initiatives at our manufacturing facility. We monitor stormwater on an annual basis. We also participate in a filter program with a local landfill to ensure that we carry permits for proper disposal. In addition, we contract with Safety Kleen to dispose of paint waste in an environmentally-responsible manner. Finally, the air quality in our factory is tested twice per year, once in the summer and once in the winter. During this process, we analyze all areas of production to collect several readings to assure that our employees are breathing clean air.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Alternative fuels continue to be a focus. That's why New Way incorporates fuel delivery systems into our truck bodies. Additionally, New Way teamed with BYD - an international leader in battery-electric automobiles - in early 2018 to deliver the first 100 percent battery electric Class 8 rear loader to Recology Cleanscapes in the Pacific Northwest. The BYD Chassis is the first of its kind in the United States, and New Way is proud to have made this project a reality. A number of units are currently on order in different configurations, and we are excited and honored to be at the forefront of the battery-electric movement as an alternative to traditionally fueled vehicles. More than 25 percent of all New Way mobile refuse collection vehicles are built to be fueled with compressed natural gas. Cleaner emissions, fuel savings, and whisper quiet operation are just a few reasons why so many of our clients are opting to make the transition to mobile refuse collection vehicles fueled by Compressed Natural Gas. CNG systems are available on most New Way models, and we continue to work with fuel providers to make the waste industry more environmentally friendly.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	New Way is a family-owned company and, as a result, is not eligible for these certifications. However, New Way supports the National Waste & Recycling Association women's council through active engagement and generous contributions to the association. We are proud to have representation on the NWRA Women's Council, and we are honored to employ several active-duty U.S. military members and veterans. Southern Sewer Equipment Sales, one of our New Way Dealers in Florida, is a 51 percent female owned, state-certified MBE. It is also certified by several cities and counties with certification pending in others. Envirotech Equipment Company, our New Way Dealer for the state of Wisconsin, is a certified woman-owned business located in Lannon, Wisconsin. Guthrie Sales & Service, our New Way Dealer that serves northwest New York State, was founded in 2015 and is currently woman-owned.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Dealer Network New Way Trucks is an industry leader unlike other mobile refuse collection vehicle manufacturers in many ways. Most importantly, we've got the strongest and most well-respected Dealer Network in the industry. We're also proud to boast the widest, and continually expanding, product lineup in the mobile refuse collection vehicle manufacturing industry. Additionally, New Way is home to the only direct-from-manufacturer rental company, New Way FleetForce, in the industry. Our competitors use third parties to rent and lease their vehicles. Customization New Way Trucks believes that all solid waste is local and although waste collection may be similar in different areas of the country, it takes on its own unique character, depending on where it occurs. As a result, each New Way Truck takes on its own unique personality and is customized for that specific local waste collection need. As the largest privately-held manufacturer of refuse bodies in North America, we are proud to offer the most customizable bodies available on the market today. 90 percent of our mobile refuse collection vehicles leave our manufacturing facilities specially customized for our valued customers. We are also the fastest-growing company - public or private - in the entire solid waste industry. New Way Trucks was the first North American refuse manufacturer in China and was a vital part of the 2008 Beijing Olympics, where more than 270 New Way Trucks were used to service one of the largest international sporting events in the world. Local Partner - Global Reach We have the ability to ship parts anywhere in the world with our logistics partnerships. All dealers have access to the full New Way products parts catalog and keep the most common parts in stock for immediate delivery in order to support members and their New Way equipment. In the rare case of a dealer being out of a stock part, New Way ships globally! Based in the central United States, parts can be available anywhere in the continental US overnight.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Through our 5 dealer partners across 13 locations in the country, New Way is proud to offer all our mobile refuse collection vehicles and service capabilities to Canada in its entirety.	*

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	New Way manufactured replacement parts, components, and assemblies are sold under a Limited Warranty to be free from defects in workmanship or material for a period of twelve (12) months. This is a part replacement only warranty and the item must be returned to the New Way Dealer for exchange. The labor and shipping cost to replace the parts shall be the responsibility of the customer. There is no warranty on expendable items, wear components, or used parts. Extended warranties are available on all of our current bodies and turnkey chassis. More information about extended warranties can be found on our price sheets and via the chassis' Original Equipment Manufacturer (OEM). Sourcewell Members will register their New Way warranty cards. This process is handled via an easy online form that a Member's local New Way Dealer can fill out. Parts only warranty (see section III.d of attached warranty statement) will apply for distributor or customer installed accessories that have been purchased through Scranton Manufacturing Company, provided part failure was not due to improper installation, use, or neglect. Damage caused by incorrectly installed field accessories may void portions or all of the unit's warranty. When a warranty service is requested, the distributor shall: -Verify warranty eligibility of the machine to be serviced per previous sections -Diagnose the problem to determine that the service is warrantable -Ensure that the parts necessary to perform the repair are available -Provide the necessary repair services Complete and submit the Warranty Request Form For more on the Warranty Request Form, see sections V.b and V.c of the attached warranty statement	*

44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	New Way's warranty shall not apply to equipment that has been subject to misuse, negligence, or accident, or which has been repaired or altered without New Way's prior knowledge or consent. New Way will not be responsible for warranty repairs made in the field by personnel other than from New Way or an authorized New Way agent unless previously authorized by New Way. New Way Trucks are designed to operate only with the OEM products used by New Way. This limited warranty will be void if the New Way products are modified other than as done at New Way's factory or at a New Way authorized dealer unless authorized by New Way. Use of parts and assemblies from another manufacturer as substitutes for OEM products will also void the limited warranty. There will be no warranty on used parts.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time and mileage are not subject to warranty labor reimbursement.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	We have warranty service coverage in all areas covered under the Sourcewell contract. Service requests will be covered by the local authorized dealer or their designated service center.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	In the case where a chassis is provided, New Way's warranty covers the vehicle's body only. The OEM is responsible for covering the warranty for a chassis. New Way's warranty statement does not cover other manufacturers' goods. New Way warrants the packer body assembly for a standard base period of one (1) year from date of delivery (see section III.a of attached warranty statement). This limited warranty applies to body components as defined below to be free from proven defects in material and workmanship. Wear parts (pins, bushings, chain assemblies, door and gate seals, wear pads, etc.), and normal wear and tear are excluded. Labor repair cost may also be covered, (see section IV.g of attached warranty statement). The body assembly is defined as the following: -Arms (front loaders and side loaders) -Packer or Eject Panel -Tailgate -Electrical components -Factory installed aftermarket parts (see section IV.a of attached warranty statement) -Hydraulic components not including cylinders (see section IV.d of attached warranty statement) -Paint Base Hydraulic Cylinder Warranty New Way warrants all hydraulic cylinders for a standard base period of two (2) years. This limited warranty applies to cylinder defects in material and/or workmanship only. See section IV.c of attached warranty statement for details. During the first year, replacement labor (see section IV.g of attached warranty statement) and shipping cost to the authorized distributor are covered. At the start of the second year, replacement labor and shipping costs are not covered by New Way. Optional three (3) or five (5) year extended warranties for hydraulic cylinders are available.	*
48	What are your proposed exchange and return programs and policies?	In the case of catastrophic failure of one of our bodies that is deemed to be the fault of our manufacturing process, New Way would offer a replacement at our expense. Parts may be returned by following the procedure outlined in section VI.a of the attached warranty statement.	*
49	Describe any service contract options for the items included in your proposal.	Service contracts are not available at this time, however optional extended warranties are available at the time of order.	*

Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Net 30 Days	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	New Way offers a number of financing options, including Sourcewell's National Cooperative Partner program. Leasing through New Way FleetForce - As part of New Way's offering, we also provide rental options through New Way FleetForce. As the only direct-from-manufacturer refuse hauler renter in the industry, New Way FleetForce provides both short and long-term rental solutions for all the equipment we manufacture. This includes our full line of Front Loaders, Rear Loaders, Automated Side Loaders, and our Satellite Side Loader. A rental program is a great solution for Members looking for different finance options to acquire the same great New Way product. New Way FleetForce offers various rental contract options, ranging from as short as one week to a multiple years-long rental contract. Through maintaining a rental offering of the newest and most productive waste collection vehicles, New Way FleetForce has the volume to meet Members various needs and can coordinate the delivery rental units directly to Members in a timely manner. In most cases, delivery can happen immediately. Rentals are a desirable option for many haulers and especially for Members that represent municipalities. Leasing allows Members to: -Easily begin a new collection route due to annexation without the typical up-front investment of purchasing. -Start a new route or relationship without the possible strain on cash flow. -Quickly replace a fleet unit that goes down unexpectedly or is out of service. -Manage an emergency clean-up situation where time is of the essence or a temporary expansion of service may be necessary - such as seasonal leaf and brush collection. -Take on a brand new route with a quality New Way waste collection unit after determining which model is best for the situation.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	New Way's Sourcewell order procedure has been streamlined into a simple 5-step process. 1. A Member searches the New Way website or contacts a local New Way dealer for a mobile refuse collection vehicle that meets their unique specifications. 2. The New Way Dealer visits the Sourcewell website to verify Sourcewell Membership and develops a New Way Trucks Dealer quotation to the Member's specifications utilizing the Sourcewell Contract's discounted pricing and sends to the Member for approval. 3. The Member approves the quotation and issues a purchase order to the New Way Dealer, who subsequently submits a dealer order to New Way to start production. 4. Once complete, the mobile refuse collection vehicle is shipped to the New Way Dealer for pre-delivery inspection (PDI), and a delivery appointment is coordinated with the Member. 5. The mobile refuse collection vehicle is moved to the Member's location, where the New Way Dealer conducts operator training and the Member takes delivery of its New Way mobile refuse collection vehicle.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	We do accept the P-card procurement and payment process. There is a 3% processing fee associated with all P-card purchases.	*

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	New Way Trucks maintains individual MSRP/retail price lists for each of our equipment product offerings. We will offer a four (4) percent discount off MSRP/retail price to Sourcewell Members under this contract. Please see our pricing attachment for all catalog pricing of our MSRP/retail equipment.	*
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	New Way Trucks is offering all Members a four (4) percent discount off its retail or list price on all of our mobile refuse collection vehicle models.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	New Way Trucks is happy to offer negotiable volume discounts on large orders. New Way does not offer a rebate program at this time.	*
57	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	New Way Trucks provides the following solutions: 1) Members have the option to purchase a chassis as a sourced good. In fact, New Way Trucks currently has over 550 chassis in stock from the top manufacturers in the industry. We are proud that our chassis inventory allows us to boast of the largest supply of ready vehicles in North America. 2) On the rare occasion that one of our work-ready chassis is not what a Member wants, we have the resources to locate the correct chassis for a Member. Due to our strategic partnerships with every major chassis manufacturer, we can purchase as many chassis as a Member desires at a competitive market price that is advantageous to the Member. Due to the level of customization that we provide, it may become necessary to source a ‘good’ (chassis) from another provider. In that rare instance, the sourced good is considered cost-plus.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Items such as pre-delivery inspection, installation, set up, mandatory training, and initial inspection are all free of charge and completed prior to the Member taking delivery.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	New Way Trucks provides a few delivery options to Members. The Member can choose between picking a completed mobile refuse collection vehicle up at one of our manufacturing facilities, having the completed vehicle delivered to an authorized New Way Dealer, or having the completed vehicle delivered directly to the Member’s location. We will work with the Member during the order process to identify the right choice. Freight is an additional sourced charge. New Way Trucks will always offer competitively procured freight costs to Members.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Our Alaska and Hawaii New Way Dealers have years of experience in coordinating the delivery of New Way Trucks. In order to make it as easy as possible for Members in both states, our dealers will leverage their existing freight networks to coordinate timely and competitively-priced deliveries. Similarly, for Members in Canada, our respected Canadian Dealer Network that covers all of Canada will help broker freight and shipping. All freight costs are competitively procured. All freight charges will be passed through to members at a competitively-sourced cost without mark-up.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our distribution network is unique in that New Way Trucks has the most robust Dealer Network in the United States. To best serve our extensive Dealer Network, New Way Trucks currently has 15 trained drivers delivering our New Way products across North America and also employs the best drive-away delivery companies as needed.	*

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	New Way Trucks is providing our Dealer Network with a fixed, not-to-exceed cost below list price at a four (4) percent discount off manufacturer's suggested retail price for use nationwide and in Canada. For the purpose of this contract, all pricing is quoted in United States Dollars for both US and Canadian delivery.	

Audit and Administrative Fee

Line Item	Question	Response *	
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Sourcewell orders will be independently tracked as part of the overall New Way Trucks order process; Member Numbers will be verified and compared to the most recent Member list; Order pricing is then verified to ensure pricing does not exceed the current Sourcewell discount and reviewed for potential volume discounts and additional member savings; For dealer-submitted non-Sourcewell municipal, educational, or non-profit orders, New Way Trucks will review the current Member list and notify the dealer if their customer is not a Sourcewell Member; New Way Trucks will provide a quarterly report of all Sourcewell sales along with the proper administrative fees for all orders reported	*
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	New Way Trucks will provide Sourcewell with a Direct Sales Administrative Fee of 1.5 percent. The fee will apply to all currently-priced contract goods. The fee will not apply to non-contract priced goods such as freight, sourced goods, training, etc.	*

Industry Specific Questions

Line Item	Question	Response *	
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	New Way will track the total number of units quoted, units sold, overall sales figures, and lead time. We will also generate and track new Sourcewell Membership sign-ups done through our Dealer Network throughout the term of the contract.	*

66	If your proposal does not include the chassis as a turnkey solution, propose, in detail, the process you or your dealer will follow to assist the Sourcewell member to acquire the chassis.	To meet more pressing Member needs, our proposal does include the chassis as a turnkey solution. This simple six (6) step process is laid out below. 1) A Member searches the New Way website eShowroom or contacts a New Way dealer for a work-ready mobile refuse collection vehicle that meets their unique specifications. 2) The New Way Dealer verifies specifications and contacts our Sourcewell ready vehicle program manager for vehicle availability. 3) Once a vehicle is located, the New Way Dealer reviews specifications with the Member and quotes price based on not-to-exceed contract pricing. 4) The Member approves the quotation and issues a purchase order to the New Way Dealer, who subsequently submits a dealer order to New Way. 5) The work-ready mobile refuse collection vehicle is shipped to the New Way Dealer for pre-delivery inspection (PDI), and a delivery appointment is coordinated with the Member. 6) The ready vehicle is then moved to the Member's location. When it arrives, the New Way Dealer conducts operator training and the Member takes delivery of its New Way work-ready refuse truck. Through New Way, we are proud to offer work-ready refuse vehicle solutions for immediate sale. Members are welcome to choose between these work-ready solutions or a more customizable option, whichever choice better meets a Member's desires. New Way's current work-ready trucks are always in production and are constantly available. They are featured and advertised on our eShowroom website, accompanied by easy-to-read specification sheets, detailed photographs, and professionally-shot videos. This helps a Member more easily find what inventory is immediately available and ready for purchase. We also have trucks currently working in our Demonstration Truck line that are aggressively priced and ready for immediate sale. We even have off-rent trucks available for purchase as well.	*
67	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	New Way's engineers study ergonomics throughout our production process. We strive to have the safest working environment for both our employees and the end user when interacting with our mobile refuse collection vehicles. We cover all operational hazards with an exhaustive list of safety features and engineering controls, such as interlocks, guarding, signage, and recommending personal protective equipment when necessary. We also provide thorough operators manuals and require New Way Dealers to complete final walk-throughs with end users that aim to promote the safest operation of our New Way Trucks as possible. Everything we do is done with operator safety and ergonomics in mind, and we continue to take a proactive approach to safety improvements that are frankly too numerous to count. Whether it be rear-vision cameras, automatic tailgate latches, internal hydraulic cylinders to reduce external pinch-points, integrated strobe-light safety systems, safety sensors, or our largest standard riding steps in the industry, New Way Trucks leads the pack as one of the most innovative and safety-driven manufacturers for mobile refuse collection vehicle operators in the nation. Our research & development and engineering departments are constantly making improved safety integrations in an effort to keep our mobile refuse collection vehicles the safest industry-wide. As we outlined in item 15, New Way is leading the industry by having representation on all American National Standards Institute (ANSI) committees. We are also actively involved in establishing new equipment safety protocols for the refuse industry both with the help of ANSI and internally in our Research & Development department.	*
68	Explain how your equipment in this category reduces down-time for the purchasing entity.	Before a completed New Way Truck leaves for the purchasing entity's destination, the New Way quality department must complete a thorough internal quality inspection checklist. In addition, final product testing is required before a mobile refuse collection vehicle is shipped out to the purchaser. A standard walk-around and demonstration on initial delivery to the Member must also be completed. At all times, at least four New Way certified field technicians and trucks are available to help with uptime in the field as well. New Way is proud to provide service and inspections in the field to assure uptime and to help with any maintenance issues that may arise.	*
69	Describe how the equipment you propose simplifies the operation for end-users.	By providing the most robust product line in the industry, Members are able to get exactly what they need. New Way proudly provides more customizable options than any other mobile refuse collection vehicle manufacturer in the United States and Canada. 90 percent of the mobile refuse collection vehicles that we manufacture are customized in one way or another. Our customization options available to end-users are the most competitive in the refuse industry. Once delivered, our vehicles are ready to operate and require no additional modifications for refuse collection.	*

70	Provide examples from your product offering that are unique in the industry.	As the largest privately-held mobile refuse collection vehicle manufacturer in North America, another feature that sets New Way apart in the industry is that we offer the most robust product line available. Members are able to choose from mobile refuse collection vehicle sizes as small as 6 cubic yards to as large as 43 cubic yards. We are also receptive to our end-users' needs, as 90 percent of our vehicles leave our plant having been customized in some way, shape, or form. New Way is also home to the only direct-from-manufacturer rental company (FleetForce) in the industry. Members are not required to work through a third party for a rental mobile refuse collection vehicle. New Way Trucks also offers the RotoPAC, the first automated, auger-driven organics and municipal solid waste collection vehicle in the world. It is the most versatile collection body available today. The RotoPAC is also the first mobile compactor of its kind to offer 23,000 pounds of torque in a screw-type auger for an impressive 1,000 pounds per cubic yard compaction rate. The automated side-loader also offers the best legal payload in the industry, easily handling up to 13 tons of organic or municipal solid waste. The RotoPAC's hopper displacement also ranks 20 percent higher than any other automated side load system, at 7 cubic yards per minute. Finally, with a wheelbase 24 inches shorter than conventional side loaders, the RotoPAC is able to get you into, and out of, the tightest spaces with relative ease. The arm of our Sidewinder XTR Automated Side-Loader is the smoothest operating, most durable arm in the mobile refuse collection vehicle industry.	*
71	If an hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	New Way Trucks is proud to offer Members battery-electric options. In early 2018, we teamed with BYD - an international leader in battery-electric automobiles - to announce the first 100 percent battery electric Class 8 rear loader to Recology Cleanscapes in the Pacific Northwest. The BYD Chassis is the first of its kind in the United States, and New Way is proud to have made this project a reality. A number of units are currently on order in different configurations, and we are excited and honored to be at the forefront of the battery-electric movement as an alternative to traditionally fueled vehicles. Through our working relationship with BYD we aim to further integrate our products into the electric vehicle space to provide a better, greener, overall mobile refuse collection vehicle. Although pricing was not available at the time of this proposal, Members can expect the same four (4) percent discount as soon as it is made available. By our estimates, this will occur in the first quarter of 2020.	*
72	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	The American National Standards Institute (ANSI) is the governing body for refuse equipment specifications and requirements in North America, and is administered by the National Waste and Recycling Association (NWRA). New Way is represented on all ANSI committees and is actively involved in establishing new equipment safety protocols for our industry. As industry leaders, we help shape the safety innovations of the future. For example, New Way was one of the first manufacturers to make rear-vision cameras - a chief safety measure in the refuse industry - standard on our mobile refuse collection vehicles over a decade ago. The integration of a New Way body with its chassis is one of the most critical safety and performance related processes. New Way works exhaustively behind the scenes with every major truck chassis manufacturer to seamlessly integrate the body and chassis as a single refuse collection vehicle instead of simply a chassis and body like many of our competitors. The relationships between New Way and its chassis manufacturers is emblematic of the final marriage of body and chassis; that is a fully integrated, pre-engineered, fully-validated chassis and body combination. The chassis come ready for immediate mounting, with no cutting and splicing of wires, in many cases the vehicle's frame and controls are fully integrated to provide as safe of an operator experience as is available today. This process reduces the complexity of wiring and routing, reduces weight, mitigates electronic mishaps, and makes routine maintenance easier, faster, and cheaper for the Member. Additionally, integration makes operating the mobile refuse collection vehicle more ergonomic, thus increasing driver productivity and decreasing driver fatigue. All of these features combine to make drivers's jobs easier and more comfortable, which results in higher driver retention rates. Higher retention means more experienced operators that are more adept at not only keeping themselves safe, but those on the road around them as well.	*

Exceptions to Terms, Conditions, or Specifications Form

Line Item 68. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Financial Strength and Stability - Sourcewell RFP Financial Strength and Stability.zip - Thursday September 12, 2019 14:25:07
- Marketing Plan/Samples - Sourcewell RFP Marketing Plan & Samples.zip - Thursday September 12, 2019 14:24:11
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - 128126 NWT Standard Warranty Policy.pdf - Thursday September 12, 2019 14:25:49
- Pricing - NWT Sourcewell RFP 091219 Pricing.zip - Thursday September 12, 2019 15:58:21
- Additional Document - NWT Sourcewell RFP 091219 Additional Docs - Transmittal Letter and Supporting Document.zip - Thursday September 12, 2019 14:29:48

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Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.

4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.

5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Geeslin , Director of Sales for New Way FleetForce

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

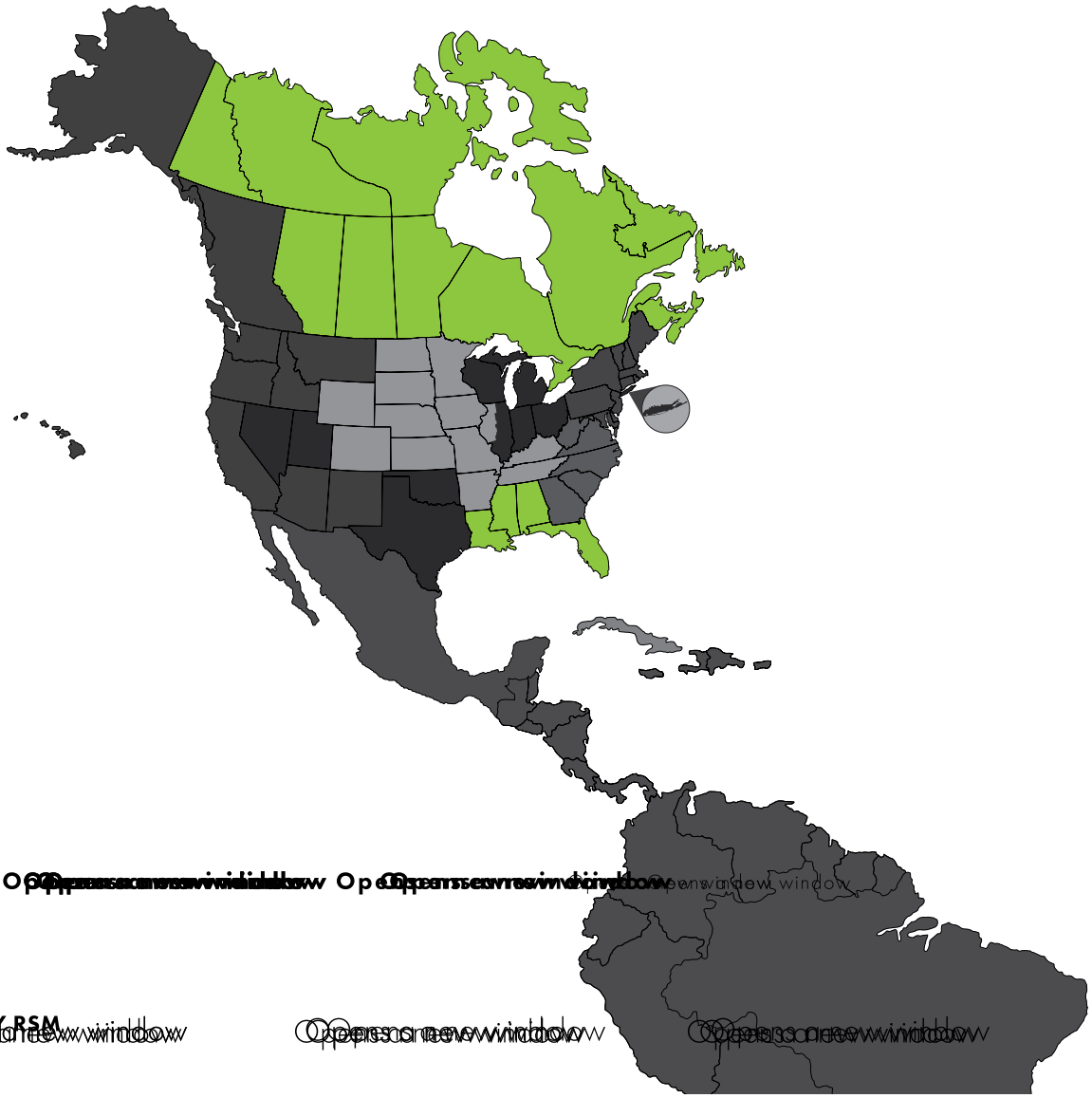
Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Mobile Refuse Vehicles_Addendum 3 Mon August 19 2019 10:58 AM	☑	--
Mobile Refuse Vehicles_Addendum 2 Fri August 16 2019 02:42 PM	☑	--
Mobile Refuse Vehicles_Addendum 1 Fri August 9 2019 09:45 AM	☑	--

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UNITED STATES & CANADA NEW WAY® DISTRIBUTOR LIST

The New Way Trucks Distributor Network lays the cornerstone for our entire organization, covering every state in the U.S. and all of Canada. New Way's vast presence continues to expand as more locales recognize the powerful impact of our refuse trucks. And whether you're looking for a garbage truck for sale or service on your New Way Truck, our network of New Way Trucks Authorized Distributors are ready to serve your needs wherever you live in the United States or Canada. Find their contact information below and get connected.



Jump to a State or Province

Alabama	*To get started, contact your local New Way RSM:* KEN BEUGGER (tel:712.634.6385)	
DISTRIBUTOR		COUNTIES
Sansom Equipment Co. (800) 501-0757 - Birmingham (800) 435-3044 - Mobile website (https://secequip.com/)		Serving all counties.
Alaska	*To get started, contact your local New Way RSM:* DAVE SHORT (tel:712.634.6382)	
Arizona	*To get started, contact your local New Way RSM:* DAVE SHORT (tel:712.634.6382)	
DISTRIBUTOR		COUNTIES
Short Equipment 2210 E Adams St Phoenix, AZ 85034 Office: (480) 999-5455 website (http://www.shortequipment.com/)		Serving all counties.
Arkansas	*To get started, contact your local New Way RSM:* SCOTT RUPIPER (tel:712.634.0064)	
DISTRIBUTOR		COUNTIES
AMERICAN Arkansas Municipal Equipment Inc (501) 425-1567 email (mailto:danielellison@yahoo.com)		Serving all counties.

DISTRIBUTOR

COUNTIES

Ray Gaskin Service:

Front Loader (/front-loader/) Rear Loader (/rear-loader/) Automated Side Loader (/automated-side-loader/)
Front Loaders (/front-loader/) Rear Loaders (/rear-loader/) Automated Side Loaders (/automated-side-loader/)
Satellite Side Loader (/satellite-side-loader/)
Satellite Side Loader (/satellite-side-loader/)
Alternative Fuels (/alternative-fuels/) FleetForce™ Rentals (/fleetforce/)
Alternative Fuels (/alternative-fuels/) FleetForce™ Rentals (/fleetforce/)
K-PAC™ Compactors & Containers (/kpac-compactors/)
K-PAC™ Compactors & Containers (/kpac-compactors/)

Serving these counties except: Fresno, Kings, Tulare.

Northern California Sales:
8553 Weyand Ave.
Sacramento, CA 95828
(408) 823-3077
website
(http://www.raygaskinservice.com/)

Ruckstell California Sales Co.
(559) 233-3277
Website
(https://ruckstell.com/products/refuse-equipment/)

Serving these counties: Fresno, Kings, Tulare.

Colorado

To get started, contact your local New Way RSM: SCOTT RUPIPER
(tel:712.634.0064)

DISTRIBUTOR

COUNTIES

Elliott Equipment
4400 East 60th Ave
Commerce City, CO 80022
(303) 853-4840
website
(https://elliottequipco.com/our-locations/?location=commerce-city-co)

Serving these counties: Adams, Brown, Bureau, Calhoun, Carroll, Cass, Fulton, Greene, Hancock, Henderson, Henry, Jersey, Jo Daviess, Knox, Logan, Macoupin, Marshall, Mason, McDonough, Menard, Mercer, Morgan, Ogle, Peoria, Pike, Putnam, Rock Island, Sangamon, Schuyler, Scott, Stark, Stephenson, Tazewell, Warren, Whiteside, Woodford.

Connecticut

To get started, contact your local New Way RSM: STAN HAINES
(tel:712.634.6388)

DISTRIBUTOR

COUNTIES

New England Truck Equipment
4 Barker Drive
Wallingford, CT 06492
Office: (203) 284-1677
email
(mailto:nete1@sbcglobal.net)

Serving all counties.

District of Columbia

To get started, contact your local New Way RSM: STAN HAINES
(tel:712.634.6388)

DISTRIBUTOR	COUNTIES
Maryland Industrial Trucks, Inc. 1330 W. Nursery Rd. Linthicum, MD 21090 Office:(410) 636-1255 Fax: (410) 636-5734 website (http://www.mdindustrialtrucks.com)	Serving all counties.

Florida

To get started, contact your local New Way RSM: KEN BEUGGER
(tel:712.634.6385)

DISTRIBUTOR	COUNTIES
Sansom Equipment Co. (800) 501-0757 - Birmingham (800) 435-3044 - Mobile website (https://secequip.com/)	Serving these counties: Bay, Calhoun, Esxamoia, Gulf, Holmes, Jackson, Okaloosa, Santa Rosa, Walton, Washington, .
Southern Sewer Equip. Sales 3409 Industrial 27th Street Fort Pierce, FL 34946 (800) 782-4134 website (http://www.southernsewer.com/) | email (mailto:info@southernsewer.com)	Serving these counties: Alachua, Baker, Bradford, Brevard, Broward, Charlotte, Citrus, Clay, Collier, Columbia, DeSoto, Dixie, Duval, Flagler, Franklin, Gadsden, Gilchrist, Glades, Hamilton, Hardee, Hendry, Hernando, Highlands, Hillsborough, Jefferson, Lafayette, Lake, Lee, Leon, Levy, Liberty, Madison, Manatee, Marion, Martin, Miami-Dade, Monroe, Nassau, Osceola, Okeechobee, Orange, Palm Beach, Pasco, Pinellas, Polk, Putnam, St. John, St. Luci, Sarasota, Seminole, Sumter, Suwannee, Taylor, Union, Volusia, Wakulla.

Georgia

To get started, contact your local New Way RSM: MIKE CASSOTTA (tel:712.634.6386)

DISTRIBUTOR	COUNTIES

Sansom Equipment Co. 2601 South Stone Mountain Lithonia Road Stonecrest, GA 30058	Serving these counties: Baker, Calhoun, Banks, Columbia, Barrow, Bartow, Ben Hill, Berrien, Brooks, Bryan, Bulloch, Burke, Butts, Calhoun, Camden, Carroll, Catoosa, Charlton, Chatham, Chattahoochee, Chattooga, Cherokee, Clarke, Clay, Clayton, Coffee, Colquitt, Columbia, Cook, Coweta, Crawford, Crisp, Dade, Dawson, Decatur, Dekalb, Dodge, Dooly, Dougherty, Douglas, Early, Echols, Effingham, Elbert, Emanuel, Fannin, Fayette, Floyd, Forsyth, Franklin, Fulton, Gilmer, Glascock, Gordon, Grady, Greene, Gwinnett, Habersham, Hall, Harralson, Harris, Hart, Heard, Henry, Houston, Irwin, Jackson, Jasper, Jeff Davis, Jefferson, Jenkins, Johnson, Lamar, Lanier, Laurens, Lee, Liberty, Lincoln, Long, Lowndes, Lumpkin, Macon, Madison, Marion, McDuffie, McIntosh, Meriwether, Miller, Mitchell, Monroe, Montgomery, Morgan, Murray, Muscogee, Newton, Oconee, Oglethorpe, Paulding, Pickens, Pike, Polk, Quitman, Rabun, Randolph, Richmond, Rockdale, Schley, Screven, Seminole, Spalding, Stephens, Stewart, Sumter, Talbot, Taliaferro, Tattnall, Taylor, Telfair, Terrell, Thomas, Towns, Troup, Union, Upson, Walker, Walton, Warren, Webster, White, Whitefield, Wilkes, Worth
Solid Waste Applied Technologies Inc. 207 Hal Averitt Blvd. Statesboro, GA 30458 Contact: JC Gillenwater Phone: (912) 549-0005 website (https://www.swattruckrepair.com/) | email (mailto:JC@SWATtruckrepair.com)	Serving these counties: Appling, Clinch, Jefferson, Taylor, Atkinson, Coffee, Jenkins, Tift, Bacon, Cook, Jones, Toombs, Baldwin, Crisp, Laner, Treutlen, Benhill, Dodge, Laurens, Turner, Berrien, Dooly, Liberty, Ware, Bibb, Echols, Long, Wayne, Bleckly, Effingham, Lowndes, Wilcox, Brantley, Emanuel, Mcintosh, Bryan, Evans, Montgomery, Bulloch, Glascock, Peach, Burke, Glynn, Pierce, Camden, Hancock, Pulaski, Candler, Houston, Putnam, Charlton, Irwin, Screven, Chatham, Jeff Davis, Tattnall

Hawaii

To get started, contact your local New Way RSM: DAVE SHORT
(tel:712.634.6382)

DISTRIBUTOR	COUNTIES
Hawaii Truck Parts Sales and Services 2291 Lauwiliwili Street Kapolei, Hawaii 96707 Phone: (808) 682-6109 website (https://hawaiitruckpartssalesandservices.com/)	Serving all counties.

Idaho

To get started, contact your local New Way RSM: DAVE SHORT
(tel:712.634.6382)

Illinois

DISTRIBUTOR	COUNTIES

Rantoul Truck Center
89 W. Gardner Dr.
Rantoul, IL 61866
Toll Free: (877) 898-9900
(tel:8778989900)
Phone: (217) 893-4158
(tel:2178934158)
website
(http://rantoultrucksales.com/)
| email
(mailto:sales@rantoultrucksales.com)

To get started, contact your local New Way RSM: JOSH ISER
(tel:712.634.6384)

Serving these counties: Bond, Champaign, Christian, Clark, Clay, Clinton, Coles, Crawford, Cumberland, De Witt, Douglas, Edgar, Edwards, Effingham, Fayette, Ford, Franklin, Gallaton, Hamilton, Iroquois, Jackson, Jasper, Jefferson, Lawrence, Macon, Madison, Marion, McLean, Monroe, Montgomery, Moultrie, Perry, Piatt, Randolph, Richland, Saline, Shelby, St. Clair, Vermillion, Wabash, Washington, Wayne, White, Williamson

Pyramid Equipment
211 S. Prairie St. P.O. Box 127
Rolling Prairie, IN 46371
Office: (219) 778-2591
website
(https://www.pyramidequipmentinc.com/)

To get started, contact your local New Way RSM: JOSH ISER
(tel:712.634.6384)

Serving these counties: Boone, Cook, DeKalb, DuPage, Grundy, Kane, Kankakee, Kendall, Lake, LaSalle, Lee, Livingston, McHenry, Will, Winnebago.

Indiana

To get started, contact your local New Way RSM: JOSH ISER
(tel:712.634.6384)

DISTRIBUTOR	COUNTIES
Pyramid Equipment 211 S. Prairie St. P.O. Box 127 Rolling Prairie, IN 46371 Office: (219) 778-2591 website (https://www.pyramidequipmentinc.com/)	Serving these counties: Adams, Allen, Bartholomew, Benton, Blackford, Boone, Brown, Carroll, Cass, Clay, Clinton, De Kalb, Dearborn, Decatur, Delaware, Elkhart, Fayette, Fountain, Franklin, Fulton, Grant, Greene, Hamilton, Hancock, Hendricks, Henry, Howard, Huntington, Jasper, Jay, Johnson, Kosciusko, La Grange, La Porte, Madison, Marion, Marshall, Miami, Monroe, Montgomery, Morgan, Newton, Noble, Ohio, Owen, Parke, Porter, Pulaski, Putnam, Randolph, Ripley, Rush, Shelby, St. Joseph, Starke, Steuben, Sullivan, Switzerland, Tippecanoe, Tipton, Union, Vermillion, Vigo, Wabash, Warren, Wayne, Wells, White, Whitely, Lake.
Municipal Equipment 6305 Shepherdsville Road Louisville, KY 40228 (800) 248-7590 (tel:800.248.7590) website (http://www.municipalequipmentinc.com/) | email (mailto:mequip@iglou.com)	Serving these counties: Clark, Crawford, Daviess, Dubois, Floyd, Gibson, Harrison, Jackson, Jefferson, Jennings, Knox, Lawrence, Martin, Orange, Perry, Pike, Posey, Scout, Spencer, Vanderburgh, Warrick, Washington.

To get started, contact your local New Way RSM: SCOTT RUPIPER
(tel:712.634.0064)

DISTRIBUTOR	COUNTIES
Elliott Equipment - Grimes Branch (CORPORATE) Attn: Pat Sanders 1805 Hubbell Ave Des Moines, IA 50316 (515) 243-4161 website (https://elliottequipco.com/our-locations/?location=grimes-ia)	Serving all counties.
Elliott Equipment - Davenport Branch 3100 West 76th St Davenport, IA 52806 (563) 391-4840 website (https://elliottequipco.com/our-locations/?location=davenport-ia)	Serving all counties.
Kansas	To get started, contact your local New Way RSM: SCOTT RUPIPER (tel:712.634.0064)
DISTRIBUTOR	COUNTIES
Elliott Equipment Phone: (816) 761-4840 (tel:8167614840) website (https://elliottequipco.com/)	Serving all counties.
Kentucky	To get started, contact your local New Way RSM: SCOTT RUPIPER (tel:712.634.0064)
Municipal Equipment 6305 Shepherdsville Road Louisville, KY 40228 (800) 248-7590 (tel:800.248.7590) website (http://www.municipalequipmentinc.com/)	Serving all counties.
Louisiana	To get started, contact your local New Way RSM: KEN BEUGGER (tel:712.634.8585)
DISTRIBUTOR	COUNTIES

website
(https://secequip.com/)

Front Loader (/front-loader/) Rear Loader (/rear-loader/) Automated Side Loader (/automated-side-loader/)
Front Loaders (/front-loader/) Rear Loaders (/rear-loader/) Automated Side Loaders (/automated-side-loader/)
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Alternative Fuels (/alternative-fuels/) FleetForce™ Rentals (/fleetforce/)
K-PAC™ Compactors & Containers (/kpac-compactors/)
K-PAC™ Compactors & Containers (/kpac-compactors/)

Maryland

To get started, contact your local New Way RSM: STAN HAINES
(tel:712.634.6388)

DISTRIBUTOR	COUNTIES
Maryland Industrial Trucks, Inc. 1330 W. Nursery Rd. Linthicum, MD 21090 Office: (410) 636-1255 Fax: (410) 636-5734 website (http://www.mdindustrialtrucks.com)	Serving all counties.

Massachusetts

To get started, contact your local New Way RSM: STAN HAINES
(tel:712.634.6388)

DISTRIBUTOR	COUNTIES
A/J Equipment Repair Inc. 490 Centre Ave. Abington, MA 02351 Contact: Andy Winiewicz (800) 354-5623 Fax: (518) 732-4473 website (http://ajequipmentrepair.com/) | email (mailto:mailto:ajequip@aol.com)	Serving these counties: Barnstable, Bristol, Dukes, Middlesex, Nantucket, Norfolk, Plymouth, Suffolk, and Worcester.
New England Truck Equipment 4 Barker Drive Wallingford, CT 06492 Office: (203) 284-1657 email (mailto:nete1@sbcglobal.net)	Serving these counties: Franklin, Hampden, Hampshire
CES 939 Rt. 9 Schodack Landing, NY 12156 Office: (518) 732-7733 Fax: (518) 732-4473	Serving Berkshire county.

Minnesota

To get started, contact your local New Way RSM: SCOTT RUPIPER
(tel:712.634.0064)

DISTRIBUTOR	COUNTIES
Koenig & Sons Equipment 1384 Sylvan Street St. Paul, MN 55117 Phone: (651) 769-0770 (tel:+16517690770) Toll Free: (800) 856-8738 (tel:+18008568738) website (http://www.koenigandsons.com/) | email (mailto:sales@koenigandsons.com)	Serving these counties: Aitkin, Anoka, Blue Earth, Carlton, Carver, Chisago, Cook, Dakota, Dodge, Faribault, Fillmore, Freeborn, Goodhue, Hennepin, Houston, Isanti, Itasca, Kanabec, Koochiching, Lake, Le Sueur, McLeod, Mille Lacs, Mower, Nicolette, Olmsted, Pine, Ramsey, Rice, Scott, Sherburne, Sibley, St. Louis, Steele, Wabasha, Waseca, Washington, Winona, Wright.
Olympic Sales Greg Krutsinger (701) 281-8221 website (https://olympicsalesinc.com/)	Serving these counties: Becker, Beltrami, Benton, Big Stone, Brown, Cass, Chippewa, Clearwater, Clay, Cottonwood, Crow Wing, Douglas, Grant, Hubbard, Jackson, Kandiyohi, Kittson, Lac Qui Parle, Lake of the Woods, Lincoln, Lyon, Marshall, Martin, Mahnomen, Meeker, Morrison, Murray, Nobles, Norman, Otter Tail, Pennington, Pipestone, Polk, Pope, Red Lake, Redwood, Renville, Rock, Roseau, Stearns, Stevens, Swift, Todd, Traverse, Wadena, Watonwan, Wilkin, Yellow Medicine.

Mississippi

To get started, contact your local New Way RSM: KEN BEUGGER
(tel:712.634.6385)

DISTRIBUTOR	COUNTIES
Sansom Equipment Co. (800) 501-0757 - Birmingham (800) 435-3044 - Mobile website (https://www.sansom.com/) | email (mailto:sales@sansom.com)	Serving all counties.

Missouri

To get started, contact your local New Way RSM: SCOTT RUPIPER
(tel:712.634.0064)

DISTRIBUTOR

Elliott Equipment
14001 Botts Road
Grandview, MO 64030
(816) 761-4840
(+18167614840)
website

COUNTIES

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K-PAC™ Compactors & Containers (/kpac-compactors/)

Montana

To get started, contact your local New Way RSM: DAVE SHORT
(tel:712.634.6382)

Nebraska

To get started, contact your local New Way RSM: SCOTT RUPIPER
(tel:712.634.0064)

DISTRIBUTOR

COUNTIES

Elliott Equipment
1245 Dawes Ave
Lincoln, NE 68521
(402) 474-4840
website
(http://elliottequipco.com)

Serving all counties.

Nevada

To get started, contact your local New Way RSM: JOSH ISER
(tel:712.634.6384)

New Hampshire

To get started, contact your local New Way RSM: STAN HAINES
(tel:712.634.6388)

New Jersey

To get started, contact your local New Way RSM: STAN HAINES
(tel:712.634.6388)

DISTRIBUTOR

COUNTIES

Contact Joe Tompkins
H. A DeHart
311 Crown Point Rd.
Thorofare, NJ 08086
Phone: (856) 845-2800
Fax: (856) 845-2461.
website
(http://www.hadehart.com)

Serving all counties

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New Mexico

To get started, contact your local New Way RSM: DAVE SHORT
(tel:712.634.6382)

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Pete Marquez, Jr.
1412 Broadway N.E.
Albuquerque, NM 87102
Phone: (505) 242-6969
Website

New York

To get started, contact your local New Way RSM: STAN HAINES (tel:712.634.6388)

DISTRIBUTOR	COUNTIES
CEJJ (518) 732-7733 Territory: East including Jefferson, Lewis, Oneida, Chenango & Broome	Serving these counties: Albany, Broome, Chenango, Clinton, Columbia, Delaware, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Montgomery, Oneida, Otsego, St. Lawrence, Rensselaer, Saratoga, Schenectady, Sullivan, Ulster, Warren, Washington.
Guthrie Sales & Service 6276 Clinton Street Rd Bergen, NY 14416 (585) 494-2600 (tel:+15854942600) website (http://www.guthriewny.com)	Serving northwest New York.

NYC Area

To get started, contact your local New Way RSM: JOSH ISER (tel:712.634.6384)

DISTRIBUTOR	COUNTIES
Long Island Sanitation, LLC 1670 New Highway Farmingdale, NY 11735 Office: (631) 531-9292 Fax: (631) 531-9333 website (http://www.lisanitation.net)	Serving these counties: Long Island, the 5 boroughs, Westchester, Putnam, Dutchess, Rockland & Orange.

North Carolina

To get started, contact your local New Way RSM: MIKE CASSOTTA (tel:712.634.6386)

DISTRIBUTOR	COUNTIES

DISTRIBUTOR	COUNTIES
Olympic Sales 650 2nd Ave. NW West Fargo, ND (701) 281-8221 (tel:7012818221) website (https://olympicsalesinc.com/) | email (mailto:greg@olympicsalesinc.com)	Serving all counties.

Ohio

To get started, contact your local New Way RSM: JOSH ISER (tel:712.634.6384)

DISTRIBUTOR	COUNTIES
Trivista Equipment 5751 Cerni Place Youngstown, OH 44515 Phone: (330) 652-9917 website (https://www.trivistacompanies.com/youngstown.htm)	Serving all counties.

Oklahoma

To get started, contact your local New Way RSM: TANNER RUPIPER (tel:712.634.6389)

DISTRIBUTOR	COUNTIES
Dickson Equipment (214) 741-6337 website (http://www.dicksonequip.com)	Serving all counties.

Oregon

To get started, contact your local New Way RSM: DAVE SHORT (tel:712.634.6382)

DISTRIBUTOR	COUNTIES

General Equipment Company
(503) 288-7447
(tel:5032887447)
website (https://www.general-equip.com/)

Front Loader (/front-loader/) Rear Loader (/rear-loader/) Automated Side Loader (/automated-side-loader/)
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K-PAC™ Compactors & Containers (/kpac-compactors/)
K-PAC™ Compactors & Containers (/kpac-compactors/)

To get started, contact your local New Way RSM: STAN HAINES
(tel:712.934.6388)

DISTRIBUTOR	COUNTIES
Eagle Truck Equipment Inc. 40 Pottstown Pike Chester Springs, PA 19425 Phone: (610) 458-5333 Fax: (610) 458-0696 website (http://www.eagletruckequipment.com/) | email (mailto:info@eagletruckequipment.com)	Serving these counties: Tioga, Bradford, Susquehanna, Wayne, Pike, Lycoming, Sullivan, Wyoming, Lackawanna, Clinton, Union, Snyder, Northumberland, Montour, Columbia, Luzerne, Carbon, Monroe, Schuylkill, Lebanon, Berks, Lehigh, Northampton, York, Lancaster, Chester, Delaware, Montgomery, Bucks, Philadelphia, Dauphin
1st Location A&H Equipment Company / Pittsburgh 620 W. Beaver Street Zelienople, PA 16063 Contact: Jason Kelley Phone: (412) 257-1160 Fax: (412) 257-4471	
2nd Location A&H Equipment Company / Harrisburg 1405B Hagy Way Harrisburg, PA 17110 Contact: Jason Kelley Phone: (717) 724-0310 Fax: (717) 724-0309 website (http://www.ahequipment.com) | email (mailto:sales@ahequipment.com)	Serving Western Pennsylvania

Rhode Island

To get started, contact your local New Way RSM: STAN HAINES
(tel:712.634.6388)

DISTRIBUTOR	COUNTIES

A/J Equipment Repair Inc.
490 Centre Ave
Attleboro, MA 02703
Contact: Andy Winiewicz
(800) 354-5623
website
(http://ajequipmentrepair.com/)



South Carolina

To get started, contact your local New Way RSM: MIKE CASSOTTA (tel:712.634.6386)

DISTRIBUTOR	COUNTIES
Amick Equipment Company 227 Glassmaster Road Lexington, SC 29072 (800) 922-3795 (tel:800.922.3795) website (http://www.amickequipment.com/)	Serving all counties.

South Dakota

To get started, contact your local New Way RSM: SCOTT RUPIPER (tel:712.634.0064)

DISTRIBUTOR	COUNTIES
Olympic Sales (701) 281-8221 website (https://olympicsalesinc.com/)	Serving all counties.

Tennessee

DISTRIBUTOR	COUNTIES
Sansom Equipment Co. 3196 Highway 231 North Shelbyville, TN 37160 Phone: (615) 696-7066 (+16156967066) website (https://secequip.com/)	*To get started, contact your local New Way RSM:* KEN BEUGGER (tel:712.634.6385) Serving these Counties: Benton, Carroll, Chester, Crockett, Decatur, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Lake, Madison, McNiary, Obion, Shelby, Tipton, Weakley.

1506 West College Street
Murfreesboro, TN 37129
Territory: East of Tennessee River
(858) 689-1994
Toll Free (800) 888-8884
website

To get started, contact your local New Way RSM: SCOTT RUPIPER (tel:712.634.0944)

Serving these Counties: Anderson, Bastrop, Bedford, Bledsoe, Blount, [illegible] Cheatham, Claiborne, Clay, [illegible] Dekalb, Dickson, Fentress, [illegible] Hamblen, Hamilton, [illegible] Jackson, Johnson, [illegible] Loudon, Macon, Marion, [illegible] Montgomery, Moore, Monroe, Morgan, Overton, Perry, Pickett, Polk, Putnam, Rhea, Roane, Robertson, Rutherford, Scott, Secquatchie, Sevier, Smith, Stewart, Sullivan, Sumner, Travis, Trousdale, Unicoi, Union, Van Buren, Warren, Washington, Wayne, White, Williamson, Wilson

Texas

To get started, contact your local New Way RSM: TANNER RUPIPER (tel:712.634.6389)

DISTRIBUTOR

Dickson Equipment
4525 Irving Blvd.
Dallas, TX 75247
(214) 741-6337
website
(http://www.dicksonequip.com)

COUNTIES

Serving these territories: (Northern Texas); Anderson, Andrews, Angelina, Archer, Armstrong, Bailey, Bastrop, Baylor, Bell, Borden, Bosque, Bowie, Briscoe, Brown, Callahan, Camp, Carson, Cass, Castro, Cherokee, Childress, Clay, Cochran, Coke, Coleman, Collin, Collingsworth, Comanche, Concho, Cooke, Coryell, Cottle, Crane, Crosby, Dallam, Dallas, Dawson, Deaf Smith, Delta, Denton, Dickens, Donley, Eastland, Ector, Ellis, Erath, Falls, Fannin, Fisher, Floyd, Foard, Franklin, Freestone, Gaines, Garza, Glasscock, Gray, Grayson, Gregg, Hale, Hall, Hamilton, Hansford, Hardeman, Harrison, Hartley, Haskell, Hemphill, Henderson, Hill, Hockley, Hood, Hopkins, Houston, Howard, Hunt, Hutchinson, Irion, Jack, Johnson, Jones, Kaufman, Kent, King, Knox, Lamar, Lamb, Lampasas, Leon, Limestone, Lipscomb, Loving, Lubbock, Lynn, Marion, Martin, McCulloch, McLennan, Midland, Mills, Mitchell, Montague, Moore, Morris, Motley, Nacogdoches, Navarro, Nolan, Ochiltree, Oldham, Palo Pinto, Panola, Parker, Parmer, Potter, Rains, Randall, Reagan, Red River, Roberts, Rockwall, Runnels, Rusk, Sabine, San Augustine, San Saba, Scurry, Shackelford, Shelby, Sherman, Smith, Somervell, Stephens, Sterling, Stonewall, Swisher, Tarrant, Taylor, Terry, Throckmorton, Titus, Tom Green, Travis, Trinity, Upshur, Upton, Van Zandt, Ward, Wheeler, Wichita, Wilbarger, Williamson, Winkler, Wise, Wood, Yoakum, Young

Serving only these Cities: The Texas municipalities of Abilene, Clyde, Copperas Cove, Dallas, Denton, Gainesville, Longview, Mesquite, Plainview, Plano, Richardson, San Saba, Trinity, Tye, University Park, Waco, and Wichita Falls.

1st Location:

Texas Pack + Load
357 Vista Rd.
Pasadena, TX
Toll Free: (800) 531-7225
San Antonio, TX
(210) 239-2282
website
(https://www.texaspackandload.com/)

Serving these territories: (Southern Texas): Aransas, Atascosa, Austin, Bandera, Bee, Brazoria, Brazos, Brewster, Brooks, Burleson, Burnet, Caldwell, Calhoun, Cameron, Chambers, City of Austin, Colorado, Comal, Crockett, Culberson, De Witt, Dimmit, Duval, Edwards, El Paso, Fayette, Frio, Galveston, Gillespie, Goliad, Gonzales, Hardin, Harris, Hays, Hidalgo, Hudspeth, Jackson, Jefferson, Jim Hogg, Jim Wells, Kendall, Kenedy, Kerr, Kimble, Kinney, Kleberg, Lavaca, Liberty, Live Oak, Madison, Mason, Matagorda, Maverick, Medina, Menard, Milam, Montgomery, Newton, Nueces, Orange, Pecos, Polk, Presidio, Real, Reeves, Refugio, Robertson, San Jacinto, San Patricio, Schleicher, Starr, Sutton, Terrell, Tyler, Uvalde, Val Verde, Victoria, Walker, Waller, Washington, Webb, Wharton, Willacy, Wilson, Zapata, Zavala

Serving these Cities: All Texas municipalities except for Abilene, Clyde, Copperas Cove, Dallas, Denton, Gainesville, Longview, Mesquite, Plainview, Plano, Richardson, San Saba, Trinity, Tye, University Park, Waco, and Wichita Falls.

Utah

To get started, contact your local New Way RSM: JOSH ISER
(tel:712.634.6384)

DISTRIBUTOR

Reading Truck, formerly Semi Service
4285 W 4385 S
Salt Lake City, UT 84104
(801) 514-6178
Parts: (385) 234-0235
Contact Terry Hunt
email
(mailto:thunt@readingtruck.com)

COUNTIES

Serving all counties.

DISTRIBUTOR LOCATOR (HTTP://REFUSETRUCKS.SCRANTONMFG.COM/DEALER-LOCATOR/UNITED-STATES-CANADA.ASP)

United States & Canada (http://refusetrucks.scrantonmfg.com/dealer-locator/united-states-canada.asp)

International (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp)

- Australia (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#Australia)
- Bermuda (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#Bermuda)
- Canada (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#Canada)
- Costa Rica (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#CostaRica)
- Egypt (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#Egypt)
- Fiji (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#Fiji)
- Malaysia (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#Malaysia)
- Mexico (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#Mexico)
- New Zealand (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#New-Zealand)
- Papua New Guinea (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#Papua-New-Guinea)
- Peru (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#Peru)

To get started, contact your local New Way RSM: STAN HAINES
(tel:712.634.6388)

DISTRIBUTOR

CEJJ Inc.
838 Rt. 9
Schodack Landing, NY 12156
Office: (518) 732-7733
Fax: (518) 732-4478

COUNTIES

Serving all counties

To get started, contact your local New Way RSM: MIKE CASSOTTA (tel:712.634.6386)

DISTRIBUTOR

COUNTIES

Washington

CONTACT NEW WAY® TRUCKS

Driving The Difference®

809 Locust St

Scranton, IA 51462

Phone: 712 652 3396 (tel:17126523396)

Toll Free: 800 831 1858 (tel:18008311858)

Contact Us → (/contact-us/default)

To get started, contact your local New Way RSM: DAVE SHORT (tel:712.634.6382)

To get started, contact your local New Way RSM: MIKE CASSOTTA (tel:712.634.6386)

To get started, contact your local New Way RSM: JOSH ISER (tel:712.634.6384)

To get started, contact your local New Way RSM: SCOTT RUPIPER (tel:712.634.0064)

West Virginia

DISTRIBUTOR

West Virginia Tractor
214 Virginia Street West
Charleston, WV 25302
(304) 346-5301
(+13043465301)
website (http://www.wvtractor.com/) | email (mailto:wvtractor@msn.com)

COUNTIES

Serving all counties.

NEW WAY'S REVOLUTIONARY AUGER-DRIVEN ASL

Wisconsin

DISTRIBUTOR

Envirotech Equipment
19570 Edgewood Dr
Lannon, WI 53046
Toll Free: (800) 381-9134
(tel:8003819134)
website (https://envirotechequipment.net/) | email (mailto:mark.hartjes@envirotechequipment.net)

COUNTIES

Serving all counties.

Wyoming

DISTRIBUTOR

COUNTIES

Alberta

To get started, contact your local New Way RSM: KEN BEUGGER
(tel:712.634.6385)

DISTRIBUTOR

Westvac Industrial, LTD
26609 111 Ave
Acheson, AB T7X 6E1
Phone: (780) 962-1218
(tel:+7809621218)

3534 48 Ave SE
Calgary, AB T2B 3L6
Phone: (403) 272-1334
(tel:4032721334)
website
(http://www.westvac.com) |
email
(mailto:westvac@westvac.com)

Serving Alberta

British Columbia

To get started, contact your local New Way RSM: DAVE SHORT
(tel:712.634.6382)

Manitoba

To get started, contact your local New Way RSM: KEN BEUGGER
(tel:712.634.6385)

DISTRIBUTOR

Westvac Industrial, LTD
100, 3926 Burron Ave
Saskatoon, SK S7P 0E1
Phone: (306) 975-9400
(tel:3069759400)
website
(http://www.westvac.com)

Serving Manitoba

New Brunswick

To get started, contact your local New Way RSM: KEN BEUGGER
(tel:712.634.6385)

DISTRIBUTOR

Driveline Truck and Trailer
Duane Gallant
108 Greenwood Dr
Summerside, PE
Phone: (902) 888-3588
website
(https://www.drivelinetruckandtrailer.com/default.htm)

Serving Newfoundland and Labrador, Prince Edward Island, Nova Scotia, New Brunswick

(/dealer-locator/international.asp)

Front Loader (/front-loader/) Rear Loader (/automated-side-loader/)
Front Loaders (/front-loader/) Rear Loaders (/automated-side-loader/)
Satellite Side Loader (/satellite-side-loader/)
Satellite Side Loader (/satellite-side-loader/)
Alternative Fuels (/alternative-fuels/) FleetForce™ Rentals (/fleetforce/)
Alternative Fuels (/alternative-fuels/) FleetForce™ Rentals (/fleetforce/)
K-PAC™ Compactors & Containers (/kpac-compactors/)
K-PAC™ Compactors & Containers (/kpac-compactors/)

To get started, contact your local New Way RSM: KEN BEUGGER
(tel:712.634.6385)

DISTRIBUTOR

Driveline Truck and Trailer
Duane Gallant
108 Greenwood Dr
Summerside, PE
Phone: (902) 888-3588
website
(https://www.drivelinetruckandtrailer.com/default.htm)

Nova Scotia

To get started, contact your local New Way RSM: KEN BEUGGER
(tel:712.634.6385)

DISTRIBUTOR

Driveline Truck and Trailer
Duane Gallant
108 Greenwood Dr
Summerside, PE
Phone: (902) 888-3588
website
(https://www.drivelinetruckandtrailer.com/default.htm)

Ontario

To get started, contact your local New Way RSM: KEN BEUGGER
(tel:712.634.6385)

DISTRIBUTOR

City View Specialty Vehicles
1213 Lorimar Drive
Mississauga, ON L5S 1M9
Phone: (866) 739-3956
(tel:+18667393956)
website
(https://cityviewvehicles.com/)
| email (mailto:Inquiries@cityviewvehicles.com)

Serving Ontario

Driveline Truck and Trailer
Duane Gallant
[illegible]
[illegible]
Phone: [illegible]
Website
[illegible]

To get started, contact your local New Way RSM: KEN BEUGGER
(tel:712.634.6385)

Serving Prince Edward Island, Nova Scotia, [illegible]

Front Loader (/front-loader/) Rear Loader (/rear-loader/) Side Loader (/automated-side-loader/)
Front Loaders (/front-loader/) Rear Loaders (/rear-loader/) Side Loaders (/automated-side-loader/)
Satellite Side Loader (/satellite-side-loader/)
Satellite Side Loader (/satellite-side-loader/)
Alternative Fuels (/alternative-fuels/) FleetForce™ Rentals (/fleetforce/)
Alternative Fuels (/alternative-fuels/) FleetForce™ Rentals (/fleetforce/)
K-PAC™ Compactors & Containers (/kpac-compactors/)
K-PAC™ Compactors & Containers (/kpac-compactors/)

Quebec

To get started, contact your local New Way RSM: KEN BEUGGER
(tel:712.634.6385)

DISTRIBUTOR

Durabac Inc.
22 Milton Granby
Granby, Québec, J2J 0P2
Contact
Phone: 1-800-565-1723
website (https://www.durabac.net/) | email (mailto:sales@durabac.ca)

Serving Quebec

Northwest Territories, Nunavut, Yukon

To get started, contact your local New Way RSM: KEN BEUGGER
(tel:712.634.6385)

Saskatchewan

To get started, contact your local New Way RSM: KEN BEUGGER
(tel:712.634.6385)

DISTRIBUTOR

Westvac Industrial, LTD
100, 3926 Burron Ave
Saskatoon, SK S7P 0E1
Phone: (306) 975-9400 (tel:3069759400)
website (http://www.westvac.com)

Serving Saskatchewan

REFUSE
TRUCKS

Scranton MANUFACTURING CO., INC. 50 EST. 1971 "50 YEARS OF INNOVATION"

REFUSE TRUCKS (HTTPS://REFUSETRUCKS.SCRANTONMFG.COM/REFUSE-TRUCKS/)

Front Loaders (https://refusetrucks.scrantonmfg.com/front-loader/)
Rear Loaders (https://refusetrucks.scrantonmfg.com/rear-loader/)
Automated Side Loaders (https://refusetrucks.scrantonmfg.com/automated-side-loader/)
Satellite Side Loader (https://refusetrucks.scrantonmfg.com/satellite-side-loader/)
Alternative Fuels (/alternative-fuels/)
eShowroom (https://refusetrucks.scrantonmfg.com/eshowroom/)
FleetForce™ (https://refusetrucks.scrantonmfg.com/fleetforce/)
Parts & Service (https://refusetrucks.scrantonmfg.com/parts-service/)

ABOUT US (HTTPS://REFUSETRUCKS.SCRANTONMFG.COM/ABOUT-US/)

History (https://refusetrucks.scrantonmfg.com/about-us/)
Customer Testimonials (https://refusetrucks.scrantonmfg.com/about-us/customer-testimonials.asp)
McLaughlin Family Companies Products (https://refusetrucks.scrantonmfg.com/about-us/scranton-mfg-products.asp)
Careers (https://refusetrucks.scrantonmfg.com/careers/)
Privacy Policy (https://refusetrucks.scrantonmfg.com/about-us/privacy-policy.asp)
Terms of Use (https://refusetrucks.scrantonmfg.com/about-us/terms-of-use.asp)

NEW WAY *Driving the Difference*

NEWS & RESOURCES (HTTPS://REFUSETRUCKS.SCRANTONMFG.COM/NEWS-RESOURCES/)

Current News (https://refusetrucks.scrantonmfg.com/news-resources/)
Archived News (https://refusetrucks.scrantonmfg.com/news-resources/archived-news.asp)

Proudly USA Made
GSA CONTRACT HOLDER

Power Of One® Autocar Partnership (https://refusetrucks.scrantonmfg.com/power-of-one/default)

Wallpapers (http://refusetrucks.scrantonmfg.com/news-resources/wallpapers.asp)

Warranty Registration (/warranty-registration/)

NEWS & RESOURCES (HTTPS://REFUSETRUCKS.SCRANTONMFG.COM/NEWS-RESOURCES/)

Current News (https://refusetrucks.scrantonmfg.com/news-resources/)

Archived News (https://refusetrucks.scrantonmfg.com/news-resources/archived-news.asp)

DISTRIBUTOR LOCATOR (/DISTRIBUTOR-LOCATOR/UNITED-STATES-CANADA/)

United States & Canada (https://www.hgacbuy.org/)

International (/distributor-locator/international.asp)

K-PAC™ BY NEW WAY (HTTPS://WWW.KPAC-WASTECOMPACTION.COM/)

Self-Contained Compactors (https://www.kpac-wastecompaction.com/self-contained-compactors/)

Stationary Compactors (https://www.kpac-wastecompaction.com/stationary-compactors/)

Commercial Containers (https://www.kpac-wastecompaction.com/containers/)

CONTACT US (HTTPS://REFUSETRUCKS.SCRANTONMFG.COM/CONTACT-US/)

EMAIL

Send Inquiry (/contact-us/default)

PHONE

712 652 3396

TOLL FREE

800 831 1858

SOCIAL MEDIA

- Facebook (https://on.fb.me/PAgHRl)
- Instagram (https://bit.ly/2tUFTGF)
- Twitter (https://bit.ly/1ilqD9L)
- YouTube (https://bit.ly/1hpgw6a)
- LinkedIn (https://bit.ly/2wxUHOz)

SOCIAL MEDIA

- Facebook (https://on.fb.me/PAgHRl)
- Instagram (https://bit.ly/2tUFTGF)
- Twitter (https://bit.ly/1ilqD9L)
- YouTube (https://bit.ly/1hpgw6a)
- LinkedIn (https://bit.ly/2wxUHOz)

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Donohoo Chevrolet LLC for 18 Chevrolet Tahoe PPV SUVs for MFRD.
Fleet capital

Amount of Contract:

$900,000.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230906 Donohoo Agenda Package POs	Cover Memo	9/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/7/2023 - 2:20 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
11970	2023	(1510) FIRE ADMINISTRATION	18 CHEVROLET TAHOE PPV SUVS FOR MFRD (NEGOTIATED PRICE QUOTE; NO BIDS RECEIVED SEALED BID 5840 – AL CODE 41-16-50(B)(4))	$900,000.00	(293039) DONOHOO CHEVROLET LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00011970-00 FY 2023
ACCOUNTS PAYABLE	PO 23013654
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
DONOHOO CHEVROLET LLC	MOTOR POOL - ATTN: SEAN CLARK
1000 GREENHILL BLVD NW	770 GAYLE STREET
	MOBILE, AL 36604
FORT PAYNE, AL 35967	RICHARDSONV@CITYOFMOBILE.ORG
Tel#256-273-4862	Delivery Reference
Fax 256-845-6974	VICTORIA RICHARDSON
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/07/23	293039				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	LARGE SIZE POLICE PACKAGE, UPFITTED READY FOR USE SUV AS SPECIFIED: WHITE IN COLOR, SPOT LIGHT, POLICE WIRING, FRONT SEAT 40/20/40 SLIT-BENCH WITH 20% DELETE; 4 SETS OF KEYS VENDOR IS QUOTING 2024 CHEVROLET TAHOE PPV. AS PER YOUR PRICE QUOTE ON 9-6-2023 WITH THE UNDERSTANDING THAT THEPRICE MAY INCREASE OR DECREASE ONCE THE OFFICAL CHEVROLET PRICING FOR THE 2024 TAHOES ARE RELEASED.	18.00 EACH	50000.00000	900000.00
	Additional Description Notes			
	2023 2 WD CHEVROLET TAHOE PPV			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			900000.00

Ship To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604

Deliver To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604

Bill To	Requisition 00011970-00 FY 2023
ACCOUNTS PAYABLE	PO 23013654
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
DONOHOO CHEVROLET LLC	MOTOR POOL - ATTN: SEAN CLARK
1000 GREENHILL BLVD NW	770 GAYLE STREET
	MOBILE, AL 36604
FORT PAYNE, AL 35967	RICHARDSONV@CITYOFMOBILE.ORG
Tel#256-273-4862	Delivery Reference
Fax 256-845-6974	VICTORIA RICHARDSON
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/07/23	293039				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			900000.00

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

Account	Amount	Remaining Budget
E MP01522 .VEHICLEEXP. .	900000.00	738441.55

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	900000.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	07/11/23	CHARLES SUMRALL	PD units
Approved	07/11/23	SHONNDA SMITH	
Approved	07/11/23	JAMES DELAPP	Auto approved by: 910518244
Approved	07/11/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	09/06/23	DONALD ROSE	Auto approved by: 9105paij
Approved	09/06/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/06/23	JOHN PAINE	
Approved	09/06/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

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:
8/31/2023	**5840**	**Motor Pool**	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: **4:45 PM, Tuesday, September 5, 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.

POLICE PACKAGE TAHOES

Appx 50-55

2024 Tahoe P.P.V. units with the following: white in color, LED spotlight, police wiring, front 40/30/40 split bench seat with 20% delete, and 4 sets of keys.

Price per unit delivered FOB Mobile: $_____

Alternatively, presuming General Motors has not released pricing sheet on or before 8:00 am, Monday, September 4, 2023, published manufacturer's pricing sheet expressed as a percentage markup (positive number) or discount (negative number).

Price per unit delivered FOB Mobile to Price adjustment:

_____%

City will have the option to select bidder based on the best value to the City as either fixed price or percent price adjustment.

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

Vendor must have:

- Sold police package Tahoes in the last 12 months.
- Access to Fleet Police vehicle pricing.

Vendor shall submit bids prior to 4:45 pm, Tuesday, September 5, 2023.

Bids may be submitted and received via UPS, FedEx or in-person to 205 Government Street, 4th Floor, South Tower, S-408, Mobile, AL 36644; or electronically to purchasing@cityofmobile.org. Electronic bid documents must be in PDF form—signed and dated. Faxed bid responses will NOT be accepted.

The City will issue a Purchase Order on Wednesday, September 6, 2023.

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 thisrequirement 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.

For questions: Contact the City of Mobile Purchasing Department at 251-208-7434 or email at: purchasing@cityofmobile.org.

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.

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:9/12/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Donohoo Chevrolet LLC for 32 Chevrolet Tahoe PPV SUVs for MPD.
Fleet capital

Amount of Contract:

$1,600,000.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230906 Donohoo2 Agenda Package POs	Cover Memo	9/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/7/2023 - 2:20 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
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:

_____
City Clerk

Bill To	Requisition 00014532-00 FY 2023
ACCOUNTS PAYABLE	PO 23013655
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
DONOHOO CHEVROLET LLC	MOTOR POOL - ATTN: SEAN CLARK
1000 GREENHILL BLVD NW	770 GAYLE STREET
	MOBILE, AL 36604
FORT PAYNE, AL 35967	AGEET@CITYOFMOBILE.ORG
Tel#256-273-4862	Delivery Reference
Fax 256-845-6974	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
08/30/23	293039				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	LARGE SIZE POLICE PACKAGE, UPFITTED READY FOR USE SUV AS SPECIFIED: WHITE IN COLOR, SPOT LIGHT, POLICE WIRING, FRONT SEAT 40/20/40 SLIT-BENCH WITH 20% DELETE; 4 SETS OF KEYS VENDOR IS QUOTING 2024 CHEVROLET TAHOE PPV. AS PER YOUR PRICE QUOTE ON 9-6-2023 WITH THE UNDERSTANDING THAT THEPRICE MAY INCREASE OR DECREASE ONCE THE OFFICAL CHEVROLET PRICING FOR THE 2024 TAHOES ARE RELEASED.	32.00 EACH	50000.00000	1600000.00

Additional Description Notes

2023 CHEVROLET TAHOE 4 DOOR PP SUV. WHITE IN COLOR, SPOT LIGHT, POLICE WIRING, FRONT SEAT 40/20/40 SLIT-BENCH WITH 20% DELETE; 4 SETS OF KEYS. REQUESTED BY POLICE DEPT.

1	7000.40.20.0000.0000.2070.0000.0000.47120.		
	E MP01530 .VEHICLEEXP. .		1600000.00

Ship To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To

Bill To	Requisition 00014532-00 FY 2023
ACCOUNTS PAYABLE	PO 23013655
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
DONOHOO CHEVROLET LLC	MOTOR POOL - ATTN: SEAN CLARK
1000 GREENHILL BLVD NW	770 GAYLE STREET
	MOBILE, AL 36604
FORT PAYNE, AL 35967	AGEET@CITYOFMOBILE.ORG
Tel#256-273-4862	Delivery Reference
Fax 256-845-6974	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
08/30/23	293039				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 1600000.00

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

Account	Amount	Remaining Budget
E MP01530 .VEHICLEEXP. .	1600000.00	117923.00

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	1600000.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	08/30/23	CHARLES SUMRALL	
Approved	08/31/23	SHONNDA SMITH	
Approved	08/31/23	JAMES DELAPP	Auto approved by: 910518244
Approved	08/31/23	CHERI BOUCHER	Auto approved by: 910518244
Approved	08/31/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	09/06/23	DONALD ROSE	Auto approved by: 9105paij
Approved	09/06/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/06/23	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	09/06/23	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	09/06/23	JOHN PAINE	
Approved	09/06/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00014532-00 FY 2023
ACCOUNTS PAYABLE	PO 23013655
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
DONOHOO CHEVROLET LLC	MOTOR POOL - ATTN: SEAN CLARK
1000 GREENHILL BLVD NW	770 GAYLE STREET
	MOBILE, AL 36604
FORT PAYNE, AL 35967	AGEET@CITYOFMOBILE.ORG
Tel#256-273-4862	Delivery Reference
Fax 256-845-6974	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
08/30/23	293039				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

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:
8/31/2023	**5840**	**Motor Pool**	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: **4:45 PM, Tuesday, September 5, 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.

POLICE PACKAGE TAHOES

Appx 50-55

2024 Tahoe P.P.V. units with the following: white in color, LED spotlight, police wiring, front 40/30/40 split bench seat with 20% delete, and 4 sets of keys.

Price per unit delivered FOB Mobile: $_____

Alternatively, presuming General Motors has not released pricing sheet on or before 8:00 am, Monday, September 4, 2023, published manufacturer's pricing sheet expressed as a percentage markup (positive number) or discount (negative number).

Price per unit delivered FOB Mobile to Price adjustment:

_____%

City will have the option to select bidder based on the best value to the City as either fixed price or percent price adjustment.

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

Vendor must have:

- Sold police package Tahoes in the last 12 months.
- Access to Fleet Police vehicle pricing.

Vendor shall submit bids prior to 4:45 pm, Tuesday, September 5, 2023.

Bids may be submitted and received via UPS, FedEx or in-person to 205 Government Street, 4th Floor, South Tower, S-408, Mobile, AL 36644; or electronically to purchasing@cityofmobile.org. Electronic bid documents must be in PDF form—signed and dated. Faxed bid responses will NOT be accepted.

The City will issue a Purchase Order on Wednesday, September 6, 2023.

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 thisrequirement 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.

For questions: Contact the City of Mobile Purchasing Department at 251-208-7434 or email at: purchasing@cityofmobile.org.

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.

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:9/12/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Primary Arms LLC for 17 M4 89 semi-automatic rifles with mounts and suppressors for MPD.
General fund.

Amount of Contract:

$49,992.25

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230906 Primary Agenda Package POs	Cover Memo	9/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/7/2023 - 2:21 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
14578	2023	(1530) POLICE ADMIN SERVICES	17 M4 89 SEMI-AUTOMATIC RIFLES WITH MOUNTS AND SUPPRESSORS FOR MPD (BUYBOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$49,992.25	(298706) PRIMARY ARMS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00014578-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1534.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 1

Vendor
Primary Arms LLC
5219 Sam Houston Pkwy E
#100
Houston, TX 77047

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Delivery Reference
PC

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/23	298706				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER BUYBOARD COOPERATIVE CONTRACT 698-23 PUBLIC SAFETY & FIREHOUSE SUPPLIES AND EQUIPMENT AND YOUR QUOTE ES-09518			
001	L9 LE SBR; M4-89; 11.5" CARBINE GAS;10.5 M89 HANDGUARD W/STEEL QD MOUNT; LFT; LCH; QUICK 90 AMBI SELECTOR; A5 SYSTEM; HUXWRX MUZZLE; B5 FURNITURE; NO FLIP UP; 3 STAINLESS STEEL MAGAZINES; SOFT CASE; LAW FOLDER GEN 3; NFA SBR ARIC M CARRIER BCG-LAW TACTICAL Additional Description Notes --- VENDOR TO PROVIDE 11.5" CARBINE GAS;10.5 M89 HANDGUARD W/STEEL QD MOUNT; LFT; LCH; QUICK 90 AMBI SELECTOR; A5 SYSTEM; HUXWRX MUZZLE; B5 FURNITURE; NO FLIP UP; 3 STAINLESS STEEL MAGAZINES; SOFT CASE; LAW FOLDER GEN 3; NFA SBR ARIC M CARRIER BCG- LAW TACTICAL	17.00 EACH	2033.00000	34561.00
1	1000.30.15.1530.1534.1530.0000.0000.44020.			34561.00

Bill To	Requisition 00014578-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1534.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 2

Vendor
Primary Arms LLC
5219 Sam Houston Pkwy E #100
Houston, TX 77047

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Delivery Reference
PC

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/23	298706				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
003	HUXWRX FLOW 556K SUPPRESSOR WITH QD 556 1/2X28 FLASH HIDER-BLACK FLOW 556 FH KIT (FLOW 556K FH SUPPRESOR) Additional Description Notes --- VENDOR TO PROVIDE UPC CODE 706433763559 HUXWRX FLOW 556K SUPPRESSOR WITH QD 556 1/2X28 FLASH HIDER-BLACK	17.00 EACH	893.00000	15181.00
1	1000.30.15.1530.1534.1530.0000.0000.44020.			15181.00

Bill To	Requisition 00014578-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1534.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 3

Vendor
Primary Arms LLC
5219 Sam Houston Pkwy E #100
Houston, TX 77047

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Delivery Reference
PC

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/23	298706				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
004	FREIGHT	1.00 EACH	250.25000	250.25
	Vendor Item Inventory Item/Loc 14009			
1	1000.30.15.1530.1534.1530.0000.0000.44020.			250.25
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET			

Bill To	Requisition 00014578-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1534.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 4

Vendor
Primary Arms LLC
5219 Sam Houston Pkwy E #100
Houston, TX 77047

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Delivery Reference
PC

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/23	298706				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36606			
005	REPLACEMENT FOR ACCIDENT OR OIS GOV ONLY	17.00 EACH	0.00000	0.00
	1 1000.30.15.1530.1534.1530.0000.0000.44020.			.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
006	LIFETIME WARRANTY-INCLUDING WEAR	17.00 EACH	0.00000	0.00
	1 1000.30.15.1530.1534.1530.0000.0000.44020.			.00

Bill To	Requisition 00014578-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1534.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 5

Vendor
Primary Arms LLC
5219 Sam Houston Pkwy E #100
Houston, TX 77047

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Delivery Reference
PC

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/23	298706				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

Requisition Link

Requisition Total 49992.25

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

Account	Amount	Remaining Budget
1000.30.15.1530.1534.1530.0000.0000.44020.	49992.25	1077353.96
SPECIAL OPERATIONS DIV EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	09/01/23	SANDRA LEWIS	Requisition item removed chang
Queued	09/01/23	DONALD ROSE	BIDDING
Queued	09/01/23	SANDRA LEWIS	BIDDING
Queued	09/01/23	STEVEN KRONINGER	BIDDING
Queued	09/01/23	SAMANTHA COOLEY	BIDDING
Queued	09/01/23	JOHN PAINE	BIDDING
Queued	09/01/23	MICHAEL SPAFFORD	BIDDING

Bill To	Requisition 00014578-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1534.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 6

Vendor	Ship To
Primary Arms LLC 5219 Sam Houston Pkwy E #100 Houston, TX 77047	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/23	298706				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Menu

Vendor Contract Information Summary

Vendor	Primary Arms, LLC
Contact	Jasmine Johnson
Phone	713-570-0499
Email	governmentsales@primaryarms.com
Vendor Website	www.primaryarms.com
TIN	11-3837722
Address Line 1	3219 South Sam Houston Parkway East
Vendor City	Houston
Vendor Zip	77047
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 Terms
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Prepaid, Add to Invoice
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Public Safety and Firehouse Supplies and Equipment
Contract No.	698-23
Effective	04/01/2023
Expiration	03/31/2026
Accepts RFQs	Yes

9/1/2023 4:17 PM

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

February 7, 2023

Sent Via Email: governmentsales@primaryarms.com

Jasmine Johnson
Primary Arms, LLC
3219 South Sam Houston Parkway East
Houston, TX 77047

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 698-23, Public Safety and Firehouse Supplies and Equipment

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2023 through March 31, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 698-23 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at 800-695-2919.

Sincerely,

Leigh Clover, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

February 7, 2023

Sent Via Email: governmentsales@primaryarms.com

Jasmine Johnson
Primary Arms, LLC
3219 South Sam Houston Parkway East
Houston, TX 77047

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 698-23, Public Safety and Firehouse Supplies and Equipment

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2023 through March 31, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 698-23 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at 800-695-2919.

Sincerely,

Leigh A Clover

Leigh Clover, Bid Analyst
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Public Safety and Firehouse Supplies and Equipment

Proposal Due Date/Opening Date and Time: November 10, 2022, at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Invitation Number: 698-23

Contract Term: April 1, 2023, through March 31, 2024, with two possible one-year renewals.

Anticipated Cooperative Board Meeting Date: February 2023

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Primary Arms LLC.
Name of Proposing Company

11/3/2022
Date

3219 South Sam Houston Parkway East
Street Address

Jasmine Johnson
Signature of Authorized Company Official

Houston, Texas 77047
City, State, Zip

Jasmine Johnson
Printed Name of Authorized Company Official

713-570-0499
Telephone Number of Authorized Company Official

Government Inside Sales & Acquisition Manager
Position or Title of Authorized Company Official

713-436-9194
Fax Number of Authorized Company Official

11-3837722
Federal ID Number

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Buyboard related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by BuyBoard, a national, intergovernmental purchasing cooperative, created in accordance with Maryland and Rhode Island state statutes, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by the Texas Association of School Boards, who served as the procurement administrator with BuyBoard's Board of Directors, using established ranking criteria.

Based on the Department's review, the competitive bid process used by BuyBoard is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485.

Prior to utilizing BuyBoard, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

Should the Department receive notice that BuyBoard or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, BuyBoard's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Cowin Equipment Co Inc for two Volvo tracked excavators for Public Services Maintenance.
Capital equipment.

Amount of Contract:

$442,151.00

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230907 cowin Agenda Package POs	Cover Memo	9/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/7/2023 - 2:12 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
2000, 9870	2023	(F7000) MOTOR POOL	2 VOLVO TRACKED EXCAVATORS (ONE 52FT REACH AND ONE 35FT REACH) FOR PUBLIC SERVICES MAINTENANCE (SEALED BID 5827)	$442,151.00	(037501) COWIN EQUIPMENT CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00002000-00 FY 2023
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
COWIN EQUIPMENT CO INC	MOTOR POOL - ATTN: SEAN CLARK
P O DRAWER 29	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36601	CARTERD@CITYOFMOBILE.ORG
Tel#251-680-7622	Delivery Reference
Fax 251-633-9157	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/23	037501	11/08/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	EXCAVATOR TRACKED, LONG REACH WITH DITCH BUCKET. VENDOR TO PROVIDE VOLVO EC220EC WITH TAG HDDB 60 1.25 CU YD DITCH BUCKET. AS PER CITY OF MOBILE BID #5827 AND YOUR QUOTE	1.00 EACH	228031.00000	228031.00

Additional Description Notes

2022 OR NEWER LONG REACH EXCAVATOR. REQUESTED BY PUBLIC SERVICES MAINTENANCE.

1 2000.80.00.0000.0000.0000.0000.0000.47010.
E E0050 .CAPEQUIPMT. . 228031.00

Ship To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 228031.00

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

Bill To	Requisition 00002000-00 FY 2023
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
COWIN EQUIPMENT CO INC	MOTOR POOL - ATTN: SEAN CLARK
P O DRAWER 29	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36601	CARTERD@CITYOFMOBILE.ORG
Tel#251-680-7622	Delivery Reference
Fax 251-633-9157	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/23	037501	11/08/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price / Amount	Net Price / Remaining Budget
	Account			
	E E0050 .CAPEQUIPMT. .		228031.00	70967.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	228031.00	234154.14

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	11/15/22	KINA ANDREWS	Auto approved by: 910520042
Approved	11/15/22	MARC VASSALLO	
Approved	01/10/23	KINA ANDREWS	Auto approved by: 910520042
Approved	01/10/23	MARC VASSALLO	
Approved	11/16/22	BRENDA RHODES	
Approved	11/16/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/16/22	RELYA MALLORY	Auto approved by: 910511034
Approved	01/11/23	BRENDA RHODES	
Approved	01/11/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	01/11/23	RELYA MALLORY	Auto approved by: 910511034
Forward	12/08/22	DONNA MICHELE STANLEY	Automatic Forward to 9105paij
Rejected	12/28/22	JOHN PAINE	see email
Approved	02/27/23	DONALD ROSE	Approved by: 9105fola
Approved	02/27/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	02/27/23	KAREN NAMAN	Auto approved by: 910516727
Approved	02/27/23	JOHN PAINE	Auto approved by: 910516727
Approved	02/27/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Bill To	Requisition 00002000-00 FY 2023
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

Vendor	Ship To
COWIN EQUIPMENT CO INC	MOTOR POOL - ATTN: SEAN CLARK
P O DRAWER 29	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36601	CARTERD@CITYOFMOBILE.ORG
Tel#251-680-7622	Delivery Reference
Fax 251-633-9157	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/23	037501	11/08/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00009870-00 FY 2023
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: Status: Approved Page 1

Vendor	Ship To
COWIN EQUIPMENT CO INC P O DRAWER 29 MOBILE, AL 36601 Tel#251-680-7622 Fax 251-633-9157	MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/15/23	037501	05/15/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	EXCAVATOR TRACKED, 35 FT REACH WITH ATTACHMENTS. VENDOR TO PROVIDE VOLVO EC220E TRACKED EXCAVATOR WITH THE FOLLOWING ATTACHMENTS: VOLVO MODEL S1GPV4 36 INCH TOOTHED BUCKET TAG MODEL S1HDDB60 WITH BOCE SMOOTH EDGE DITCH BUCKET 60" WIDE WITH 1.08 CU YD BUCKET. VOLVO MODEL S1QC BUCKET ATTACHMENT WITH LIFTING EYE AS PER CITY OF MOBILE BID #5827 AND YOUR QUOTE. Additional Description Notes --- 2022 OR NEWER EXCAVATOR W/23’ BOOM. REQUESTED BY 2068 PUBLIC SERVICES MAINTENANCE.	1.00 EACH	214120.00000	214120.00
1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0154 .CAPEQUIPMT. .			214120.00

Ship To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET

Bill To	Requisition 00009870-00 FY 2023
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
COWIN EQUIPMENT CO INC	MOTOR POOL - ATTN: SEAN CLARK
P O DRAWER 29	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36601	CARTERD@CITYOFMOBILE.ORG
Tel#251-680-7622	Delivery Reference
Fax 251-633-9157	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/15/23	037501	05/15/23			MOTOR POOL

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

Requisition Link

Requisition Total 214120.00

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

Account			Amount	Remaining Budget
E E0154	.CAPEQUIPMT.	.	214120.00	39371.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	214120.00	234154.14

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	05/15/23	SHONNDA SMITH	
Approved	05/15/23	JAMES DELAPP	Auto approved by: 910518244
Approved	05/15/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	05/16/23	BRENDA RHODES	
Approved	05/16/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	05/16/23	RELYA MALLORY	Auto approved by: 910511034
Unknown	06/06/23	JOHN PAINE	
Unknown	06/23/23	DONALD ROSE	
Approved	09/07/23	DONALD ROSE	Auto approved by: 9105paij
Approved	09/07/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/07/23	JOHN PAINE	
Approved	09/07/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00009870-00 FY 2023
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 3

Vendor	Ship To
COWIN EQUIPMENT CO INC	MOTOR POOL - ATTN: SEAN CLARK
P O DRAWER 29	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36601	CARTERD@CITYOFMOBILE.ORG
Tel#251-680-7622	Delivery Reference
Fax 251-633-9157	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/15/23	037501	05/15/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID TAB FOR BID #5827
TRACKED EXCAVATORS

	STANDARD REACH	LONG REACH	**TOTAL**	BIDDING
COWIN EQUIPMENT	$214,100.00	$228,031.00	$442,131.00	VOLVO EC220E
1 SOURCE POWER & EQUIP	$240,024.00	$250,550.00	$490,574.00	CASE CX220E LC
TRACTOR & EQUIPMENT	$288,100.00	$338,500.00	$626,600.00	KOMATSU PC 210LC-11

ADDENDUM

July 31, 2023

RE: City of Mobile Bid #5827 for Tracked Excavators

Please consider the following to be ADDENDUM to City of Mobile Bid #5827 for Tracked Excavators.

CLARIFICATION

Lifting Eye on 36" bucket should be rated the same capacity as the excavator.

Bucket will be in place when Lifting Eye is used.

Lifting Eye mounted to boom or as a separate attachment is not acceptable.

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile
JP/en

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:
07/17/2023	5827	Motor Pool	As Directed

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, Friday, August 4, 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.

TRACKED EXCAVATORS

The City of Mobile will purchase two (2) tracked excavators: one with standard reach and another with a long reach boom.

The City desires to buy both from the same manufacturer with the only difference being the length of the boom and the attachments.

The machine should have the same basic machine, horsepower, width, cab, engine and controls.

The excavators shall be as follows and attached.

Both machines shall meet the minimum published specifications. Machines that do not meet the minimum specifications will be rejected.

Bidders shall provide the necessary factory published literature to prove your machine meets the minimum specifications.

Vendors shall indicate on the attached sheets where their machine fails to meet or exceed the minimum specifications.

Pricing shall be firm and shall be priced FOB Mobile.

Pricing that may change before delivery will not be accepted.

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 Winning bidder will be required to provide training on the use of and maintenance of the machines delivered. Vendor shall have a service center within 50 miles of the City of Mobile jurisdiction. 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. **For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org** **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.

STANDARD EXCAVATOR

PRICE

MAKE_____ $_____

MODEL_____

MAXIMUM REACH_____

MAXIMUM DIGGING DEPTH_____

ENGINE_____

36" TOOTH BUCKET

MAKE_____MODEL_____ $_____

SMOOTH EDGE DITCH BUCKET 60" WIDE 1.08 YD CAPACITY

MAKE_____MODEL_____ $_____

BUCKET ATTACHMENT WITH LIFTING EYE

MAKE_____MODEL_____ $_____

TOTAL $_____

LONG REACH EXCAVATOR

PRICE

MAKE_____ $_____

MODEL_____

MAXIMUM REACH_____

MAXIMUM DIGGING DEPTH_____

DITCH BUCKET

MAKE_____MODEL_____ $_____

CAPACITY_____

SIZE_____

TOTAL $_____

Specifications for a Standard Reach Excavator

Minimum Specifications	YES	NO
1. Diesel Engine	_____	_____
2. 160 H.P.	_____	_____
3. 457 ft. lbs. tq.	_____	_____
4. Hyd. pump out put of 2 pumps at 55.7gpm.	_____	_____
5. Swing tq. of 47,200 lbf.-ft.	_____	_____
6. Bucket digging force of 34,600lbf.	_____	_____
7. 18ft. 7in. boom	_____	_____
8. 9ft. 8in. Arm	_____	_____
9. Reach of 32ft. 6in.	_____	_____
10. Reach at ground level of 31ft. 11in.	_____	_____
11. Digging depth of 21ft. 10in.	_____	_____
12. Dumping height of 22ft. 4in.	_____	_____
13. Operating weight no greater than 48,900	_____	_____
14. Ground pressure no greater than 4.93psi.	_____	_____
15. Width no greater then 10ft. 6in.	_____	_____
16. Quick coupler at end of arm for attaching multiple buckets/attachments	_____	_____
17. Thumb attachment	_____	_____
18. Toothed digging bucket 36in. wide 0.99yd. capacity	_____	_____
19. Smooth edge ditch bucket 60in. wide 1.08yd. capacity	_____	_____
20. Bucket/attachment with a lifting eye to attach rigging	_____	_____
21. Enclosed cab	_____	_____
22. Thumb aux. with proportional joysticks controls	_____	_____
23. Foot pedal-controlled track/walking controls	_____	_____
24. AC , Heat , Defrost	_____	_____
25. Air suspension seat	_____	_____
26. AM/FM radio with Bluetooth	_____	_____

27. Clear roof window	_____	_____
28. Rear view camera system	_____	_____
29. Horn	_____	_____
30. Battery disconnect switch	_____	_____
31. Lockable fuel cap	_____	_____
32. Lockable service doors	_____	_____

Specifications for a Long Reach Excavator

Minimum Specifications	YES	NO
1. Diesel Engine	_____	_____
2. 160 H.P.	_____	_____
3. 457 ft. lbs. tq.	_____	_____
4. Hyd. pump out put of 2 pumps at 55.7gpm.	_____	_____
5. Swing tq. of 38,500 lbf.-ft.	_____	_____
6. Bucket digging force of 14,600lbf.	_____	_____
7. 28ft. 7in. boom	_____	_____
8. 21ft. Arm	_____	_____
9. Reach of 51ft. 2in.	_____	_____
10. Reach at ground level of 50ft. 10in.	_____	_____
11. Digging depth of 39ft. 5in.	_____	_____
12. Dumping height of 35ft. 2in.	_____	_____
13. Operating weight no greater than 52,000	_____	_____
14. Ground pressure no greater than 5.37psi.	_____	_____
15. Width no greater then 10ft. 6in.	_____	_____
16. Enclosed cab	_____	_____
17. Thumb aux. with proportional joysticks controls	_____	_____
18. Foot pedal-controlled track/walking controls	_____	_____
19. AC , Heat , Defrost	_____	_____
20. Air suspension seat	_____	_____
21. Am Fm radio with Bluetooth	_____	_____
22. Clear roof window	_____	_____
23. Rear view camera system	_____	_____
24. Horn	_____	_____
25. Battery disconnect switch	_____	_____
26. Lockable fuel cap	_____	_____
27. Lockable service doors	_____	_____

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:9/12/2023

Submitted by:

Sheila Gurganus, Cruise Terminal

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with WHC AL LLC dba zTrip for Cruise Terminal passenger shuttle services. One year renewable for two additional one year periods. Annual amount NTE $50,000 per year.

Amount of Contract:

NTE $50K/per

Effective Date of Contract:

10/1/2023

Renewal Date of Contract:

9/30/2024

Funding Source

Project # **Discretionary Funds**

Project String 60206020 42192 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2023 Cruise Terminal Shuttle Agenda Package	Cover Memo	9/5/2023

REVIEWERS:

Department Reviewer	Action	Date

Budget	Sapp, Celia	Approved	9/6/2023 - 8:12 AM
Legal	Kern, Chris	Approved	9/6/2023 - 4:18 PM
Legal	Kern, Chris	Approved	9/6/2023 - 4:19 PM
Mayors Office	Montgomery, Brandi	Approved	9/7/2023 - 2:53 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:

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 WHC AL, LLC, dba zTrip, in the amount not to exceed $50,000 per year, for twelve months, and renewable without further approval by City Council for two additional twelve month periods, for parking shuttle service for the City of Mobile Alabama Cruise Terminal, 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

City of Mobile Alabama Cruise Terminal

Parking Shuttle 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 WHC AL, LLC, an Alabama Limited Liability Company (hereinafter “Provider” or “Operator”).

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of the Work. Provider shall provide Parking Shuttle Services between the City of Mobile Alabama Cruise Terminal at 201 South Water Street, Mobile, Alabama, and the Cruise Terminal’s offsite parking lot at the Mobile Civic Center. The service, location, frequency and lump sum cost or unit price of the work are as set out in **Exhibit A**, Operating Terms for Parking Shuttle Service, which is attached to this Agreement 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, Provider shall acquire and maintain, in full force and effect, the following 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 be in the following minimum amounts:

a. General Liability insurance – public liability, including premises, products and complete operations.
   (1) Bodily injury liability:
   $250,000 each person
   $500,000 each occurrence
   (2) Property damage liability - $100,000 each occurrence.
   (3) Or, (in lieu of (1) and (2) above
Bodily injury and property damage combined –$500,000 per occurrence

b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence
(2) Property damage liability - $100,000 each occurrence.
(3) Or, (in lieu of (1) and (2) above), Bodily injury and property damage combined –$500,000 per occurrence

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Provider or City of any of its obligations under the terms of this Agreement, either party has the right to terminate the Agreement. City will pay Provider only for work successfully performed.

ARTICLE 4. Indemnification: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the Provider's performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City is made a party to any lawsuit or legal proceeding arising in any way from Provider's performance of this Agreement or any activities conducted pursuant thereto and is ultimately determined to have zero liability or fault in said lawsuit or legal proceeding, Provider 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 Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. Licenses, permits, etc.: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

ARTICLE 8. No Agency Relationship Created: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent Provider 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 Provider. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 10. Method of Payment: The City will pay Provider no more than twice per month upon Provider submission of invoice for services rendered. Provider invoices are subject to verification by the Director, Mobile Alabama Cruise Terminal, that invoiced services have been received before payment will be made. Provider 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 and sgurganus@shipmobile.com .

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 twelve months from the effective date, with automatic renewal on October 1, 2024, for two additional one-year terms, unless either party notifies the other in writing at least sixty (60) days prior to the end of the term of the intent not to renew for an additional term. The City or Provider may otherwise terminate the Agreement upon sixty (60) days' written notice. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices.

Notices for the City shall be mailed to:

Director, Mobile Alabama Cruise Terminal
201 South Water Street
Mobile, AL 36602

Notices to Provider shall be mailed to:

WHC AL, LLC
William M. George
Chief Executive Officer
1300 Lydia Ave. Kansas City, MO 64106

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. Provider 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, which shall not be unreasonably withheld..

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 Provider 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 Provider by such duly authorized officers or individuals as may be required by law.

PROVIDER, WHC AL, LLC dba zTrip

_____ , Its CEO (title)
On behalf of Provider

09/05/2023 Date

Acknowledgement

The State of Kansas }

Johnson County}

I, Natalie George, a Notary Public, in and for said County in said State, hereby certify

that William M. George whose name as CEO of WHC AL, LLC, dba zTrip, 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 September, 2023

(Seal) NATALIE RENEE GEORGE
Notary Public, State of Kansas
My Appointment Expires
3/29/2027

Notary Public

CITY OF MOBILE

_____
Its Mayor

_____ Date

ATTEST:

_____
City Clerk

_____ Date

Exhibits: A Operating Terms for Parking Shuttle Service
B Liability Insurance

EXHIBIT A
OPERATING TERMS FOR PARKING SHUTTLE SERVICE

1. General Requirements. Subject to the terms and conditions of this Agreement, Provider shall provide a shuttle service for passengers and their luggage to and from the Mobile Alabama Cruise Terminal (MACT) and the terminal's overflow parking lot located on the northwest side of South Water Street at Royal Street, Mobile, AL. This service will be provided to passengers departing and arriving on cruise excursions from the MACT.

a. Provider will provide the shuttle service on cruise ship "sailing days," which is defined as days on which scheduled cruise service ends and/or begins a voyage at the MACT with the embarkation and or debarkation of passengers that have used MACT parking facilities. Provider acknowledges that Provider has been provided a schedule of expected MACT sailing days. The City is required to keep Provider informed of schedule changes and updates.

b. Provider is required to begin operation the first planned cruise ship sailing day on after the effective date of this contract.

c. Provider shall operate the shuttle service on cruise sailing days from 7:00 a.m. to 2:00 p.m. ("core hours"), or, should ship arrival or departure times change for any particular sailing day, and as agreed upon with the MACT Director, adjusted to accommodate actual passenger offloading and loading times. Provider agrees to adjust those hours at no additional charge

d. Provider shall provide clean, comfortable, well-maintained, climate-controlled, attractive vehicles and professional, uniformed, safe, courteous, and appropriately licensed drivers and staff for the shuttle service. The vehicles shall have ample luggage capacity with a luggage compartment easily accessed by passengers. All staff working in the MACT are required to possess valid Transportation Worker Identification Credentials.

e. Contractor will provide wheelchair accessible shuttles only upon City request on a mutually agreed upon advanced request timeline.

f. On cruise ship sailing days, Provider shall provide timely shuttle service for all cruise ship passengers needing transportation from the MACT to the offsite parking lot after disembarkation from the cruise ship. Provider shall not charge passengers for this service. Provider shall provide adequate capacity to shuttle at least 200-250 passengers and their luggage in less than 2.5 hours.

g. On cruise ship sailing days, Provider shall provide timely shuttle service for all cruise ship passengers needing transportation from the offsite parking lot to the MACT for embarkation on the cruise ship. Provider shall not charge passengers for this service. Provider shall provide adequate capacity to shuttle at least 90-100 people to the terminal over 2.5 hours.

h. Provider shall provide efficient and effective movement of passengers, with adequate command and control to facilitate coordinated operations with MACT staff and contractors, cruise line staff and contractors, and other agencies supporting MACT operations.

2. Compensation.

a. City will pay Provider $1,250.00 per sailing day This rate includes 3 vehicles capable of carrying a minimum of 13 passengers and luggage, with driver, for passenger transport during each sailing day.

b. City will additionally pay, when specifically requested and provided, in addition to the service above:

(1) $60.00 per extra hour of service at the MACT, or fraction thereof, for each 13 passenger and luggage capacity vehicle with driver;

(2) $450.00 per day of service at the MACT, for each wheelchair accessible vehicle, and

(3) $60.00. per hour for each wheelchair accessible vehicle.

c. The above listed rates presume the fuel costs found at the AAA Mobile County daily cost average found at https://gasprices.aaa.com/?state=AL ("index price") remain below $4.00 per gallon for that service day. The following rates would apply for higher fuel index prices:

		Index Fuel Price			
		Less than $4.00	**$4.00 - < $4.50**	**$4.50 - < $5.00**	**$5.00 or greater**
Rates	**a. Fixed Daily Rate**	$1,250.00	$1,312.50	$1,378.13	$1,447.04
	b(1) Hourly Rate	$60.00	$63.00	$66.15	$69.46
	b(2) Daily Wheelchair accessible rate	$450.00	$472.50	$496.13	$520.94

	b(3) Hourly Wheelchair accessible rate	$60.00	$63.00	$66.15	$69.46

3. Expenses. Provider shall not be entitled to reimbursement of any expenses other than the above compensation without pre-approval in writing from the City.

4. Provider Taxes. Provider shall be responsible for all taxes, assessments, fees, liens or charges assessed against it under the provisions of this Agreement.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/5/2023

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
Twin Lakes Insurance Agency
PO Box 970
Lees Summit MO 64063

CONTACT NAME: Sue Falter
PHONE (A/C, No, Ext): 816-525-2125 **FAX (A/C, No):** 816-525-4049
E-MAIL ADDRESS: info@twinlakesins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : MAXUM IND CO	26743
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED WHCALLL-01
WHC AL LLC dba zTrip
WHC zShuttle, LLC
1300 Lydia Ave
Kansas City MO 64106

COVERAGES **CERTIFICATE NUMBER:** 2100404331 **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**	Y		BDG-3038085-05	5/24/2023	5/24/2024	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					[ ] PER STATUTE [ ] 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	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder and all other parties required under a written contract are named as additional insured with respects to liability.
The Certificate Holder and all other parties required under a written contract are named as additional insured with respects to liability.

CERTIFICATE HOLDER

City of Mobile
205 Government St
Mobile AL 36644

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/5/2023

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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
Twin Lakes Insurance Agency
PO Box 970
Lees Summit MO 64063

CONTACT NAME: Sue Falter
PHONE (A/C, No, Ext): 816-525-2125 **FAX (A/C, No):** 816-525-4049
E-MAIL ADDRESS: info@twinlakesins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : MAXUM IND CO	26743
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED WHCALLL-01
WHC AL LLC dba zTrip
WHC zShuttle, LLC
1300 Lydia Ave
Kansas City MO 64106

COVERAGES **CERTIFICATE NUMBER:** 2100404331 **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 GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		BDG-3038085-05	5/24/2023	5/24/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder and all other parties required under a written contract are named as additional insured with respects to liability.
The Certificate Holder and all other parties required under a written contract are named as additional insured with respects to liability.

CERTIFICATE HOLDER

City of Mobile
205 Government St
Mobile AL 36644

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/29/2023

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PRODUCER
Twin Lakes Insurance Agency
PO Box 970
Lees Summit MO 64063

CONTACT NAME: Sue Falter
PHONE (A/C, No, Ext): 816-525-2125 **FAX (A/C, No):** 816-525-4049
E-MAIL ADDRESS: info@twinlakesins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Midwest Builders' Casualty Mutual Co	13126
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED WHCWORL-02
WHC Worldwide, LLC
4625 Towne Center Dr
Colorado Springs CO 80916

COVERAGES **CERTIFICATE NUMBER:** 1152756840 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		WC20000058132023A	3/15/2023	3/15/2024	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						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)

CERTIFICATE HOLDER

City of Mobile
205 Government St
Mobile AL 36644

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/29/2023

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PRODUCER

Lammel & Associates, LLC
1669 Kirby Parkway, Suite 201
Memphis, TN 38120

CONTACT NAME: Joe Lammel
PHONE (A/C, No, Ext): (901)614-0100 FAX (A/C, No): (901)410-5147
E-MAIL ADDRESS: jlammel@lammelassociates.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Paratransit Insurance Company, a Mutual Risk Rete	44130
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

WHC BHM, LLC & WHC AL, LLC
DBA ZTRIP
5804 Oporto-Madrid Blvd.
Birmingham, AL 35210

COVERAGES CERTIFICATE NUMBER: 00000032-1522619 REVISION NUMBER: 33

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:							$
A	AUTOMOBILE LIABILITY			PG1165 23	03/07/2023	03/07/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000*
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*$475,000 Combined Single Limit excess of a $25,000 retained limit per accident.

CERTIFICATE HOLDER

City of Mobile
205 Government St.
Mobile, AL 36644

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

W. Jay Lammel (WJL)

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Cruise Terminal Parking Shuttle Services

City of Mobile RFP
and
Responsive Proposal

RFP 5830 Cruise Terminal Shuttle Services

Scoring Tabulation

	Tenacious Luxury Travel, LLC	**WHCAL. LLC dba zTrip**
Overall Solution Pricing 50 points	15	48
Operational Plan 30 Points	0	30
Experience/Performance History 20 points	6	20
Total	**21**	**98**



MOBILE
ALABAMA

Don Rose
City of Mobile
Chief Procurement Officer/ADA Coordinator
205 Government St
Mobile, AL 36644
Donald.Rose@CityofMobile.org
(251) 208-7436

Contact:
William M. George
Chief Executive Officer
854 A Lakeside Drive
Mobile, AL 36693
wmgeorge@ztrip.com
(816) 777-1111

zTrip | WHC WORLDWIDE

Cover Letter

zTrip

August 17, 2023

Re: Mobile Alabama Cruise Terminal Parking Shuttle Service

Dear Mr. Rose,

WHC AL, LLC dba zTrip (zTrip) is delighted to engage in this Request for Proposal for Mobile Alabama Parking Shuttle Service. We are proud to showcase our extensive experience and expertise in providing services aligned with the program's scope and requirements. zTrip is a local ground transportation and shuttle service, serving the Mobile community since 2019, operating at 854 A Lakeside Drive, Mobile, AL 36693. We are fully confident that we can meet and exceed Mobile Alabama Cruise Terminal's expectations for Parking Shuttle Service.

Corporate Name: WHC AL, LLC dba zTrip
(Please ensure your corporate name is consistent on all insurance and license documents)

Corporate point of contact for this proposal:

Name: William M. George **Title:** Chief Executive Officer

Email: wmgeorge@ztrip.com **Phone:** (816) 777-1111

Corporate mailing address:
1300 Lydia Avenue
Kansas City, MO 64106

As the CEO and authorized representative of zTrip, I would like to extend my sincere gratitude to you and your evaluation committee for considering our proposal in response to your solicitation. We appreciate the opportunity to offer our services and demonstrate our expertise in the transportation industry. If you have any questions about our proposal or would like to schedule a follow-up discussion regarding this project, please do not hesitate to contact me directly. We look forward to the opportunity to work with you and provide a transportation solution that meets your needs. Thank you again for your consideration.

Sincerely,
WHC AL, LLC dba zTrip

William M. George
Chief Executive Officer
WHC AL, LLC dba zTrip
854 A Lakeside Drive
Mobile, AL 36693 (P) and (F) (816) 777-1111
wmgeorge@zTrip.com

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Executive Summary

Our Chief Executive Officer, Bill George, is a 38-year transportation expert who has led and developed some of the largest passenger ground transportation services in the United States. Our operations are based in Kansas City. We operate from multiple locations throughout the United States.

In January 2018, Mr. George formed WHC Worldwide, LLC to acquire passenger ground transportation services around the U.S. Since our founding we have completed 19 acquisitions, including the 2019 acquisition of Yellow Cab in Mobile, AL. We have targeted companies that have a long operating history in their respective markets but need advanced technology and vehicle upgrades. We have developed a highly effective driver recruiting program that allows us to attract true professionals that are dedicated to delivering enhanced mobility service.

Analytics, KPI's and continuous improvement are more than ideal practices; they form our culture. Our entire organization is aligned with common objectives. Delivering safe, reliable, and efficient mobility services, with a special focus on the customer experience, is the key to our success.

Since our inception, our dedicated executive team and staff have crafted a comprehensive business model that stands as the cornerstone of our approach, streamlining operations across every city we serve. This model not only embodies our commitment to consistency and efficiency, but also underscores our adaptability in a rapidly changing landscape. The strengths and experience of the WHC team align with the demands of the ever-evolving passenger ground transportation industry. This alignment positions us at the forefront, enabling us to seamlessly navigate industry shifts while upholding our unwavering dedication to safety, innovation, and exceptional service delivery.

WHC Worldwide is a privately held Missouri based limited liability company.

zTrip Key Facts

zTrip is the largest taxicab company in North America, and each of our locations holds the largest market share of any company in their respective markets. As such, zTrip has financial strength and stability unmatched in our industry.

- Fleet of 2,800+ vehicles
- 30 Operating Cities in 16 States
- 500+ Employees
- 3,400 Contracted Drivers complete more than 22 million trips annually
- Total annual net revenues of $90+ million

Beyond impressive numbers, however, zTrip's most important component is our personnel. We pride ourselves on our diverse staff of professionals. Customer Satisfaction, Safety, and Accountability are themes that are constantly reinforced throughout our organization.

zTrip's Vision

Our company is dedicated to finding new paths to mobility for all. zTrip creates partnerships with our clients to provide new and innovative services. We have a deep understanding of the entire lifecycle of our passengers. From transporting school children to serving seniors, we have a passion for developing services that truly improve lives.

"Our mission is to use mobility to enhance the lives of our passengers, driver partners, and dedicated employees." – Bill George, CEO

Key Aspects of our Proposal

Key aspects of zTrip that consistently position us as the perfect partner for delivering these services include:

Unmatched Local Experience – With a legacy spanning three decades, zTrip and its predecessor companies have been dedicated to serving Mobile, AL with unparalleled transportation services. Our core leadership team boasts cumulative experience of more than 100 years in the transportation field and has deep ties to the local community. As residents and workers entrenched in this area, we take immense pride in being an integral part of the fabric of this community. This unmatched local experience empowers us to deliver transportation services to our customers that are truly unparalleled in quality and reliability.

We provide a range of comprehensive ground transportation solutions to meet the diverse needs of the Mobile, AL community. Our fleet consists of more than 40 vehicles, encompassing sedans, minivans, wheelchair-accessible vans, and a variety of shuttles. zTrip offers a wide array of services, including public taxi service, on-demand shuttles, transportation for health and human services, both small and large group event transportation, and a wide variety of other innovative mobility solutions.

zTrip collaborates with several prominent institutions in Mobile, AL, maintaining partnerships that enhance the local community. In a long-standing partnership with Norfolk Southern, a leading national transportation company, zTrip extends transportation solutions to railroad crew and personnel. Additionally, zTrip maintains a close partnership with Mobile Infirmary, the largest private, not-for-profit health system in Alabama, contributing patient transportation services that support accessible healthcare. zTrip also collaborates with The Child Advocacy Center, an organization dedicated to aiding child abuse victims. Recognizing the need for reliable transportation, zTrip proudly assists in providing vital transportation support for their cause.

Excellent Regional & National Support – zTrip takes pride in its significant local presence in Mobile, AL, as well as its broader regional and national support. With 30 transportation companies operating across 16 states, zTrip's nationwide reach offers many advantages of scale that its competitors cannot match. The vast footprint and extensive experience of zTrip is unequalled in the transportation industry, providing our customers with superior service and support both locally and nationally.

Safety and Training – zTrip's commitment to safety is evident in our national safety and training divisions, which leverage our nationwide scale to benefit our local operations. We prioritize the safety of our passengers by using the latest technological innovations, including cutting-edge in-vehicle camera systems. These cameras allow us to closely monitor issues as they arise, as well as track the driving habits of our team members both in real-time and historically. By utilizing these advanced tools, we can ensure the highest level of safety for our passengers, and continuously improve our training programs to meet the evolving needs of the industry.

Flexibility – zTrip's flexibility is one of our core strengths. We can adjust the number of vehicles and qualified drivers to match the anticipated levels of demand over the course of our contracts. This allows us to efficiently manage our resources, ensuring that our services are both cost-effective and reliable. Additionally, in the event of sudden increases in demand or emergencies, zTrip is well-prepared to respond quickly and effectively. Our dynamic approach to resource allocation ensures that we can adapt to changing circumstances and maintain the high level of service our customers expect.

Customer Service – At zTrip, we understand that listening to and acting upon our customers' feedback is crucial to continuously improving our services. We don't just say we value our customer's input; we depend on it. That's why we offer 24/7 live customer service, providing our customers with immediate

access to a real person who can address their concerns. Additionally, we offer multiple options for written or anonymous feedback through our website and the zTrip app. Every interaction, regardless of how it is initiated, is documented, and we follow a strict protocol to ensure timely resolution. By listening to our customers and taking their feedback seriously, we can provide a better, more reliable service that meets their needs.

The Newest Vehicles – zTrip takes pride in offering a diverse fleet of the newest vans and sedans to provide our customers with the best possible transportation experience. In the past year alone, we have invested more than $5.5 million in new vehicles to ensure that our fleet is up-to-date and well-maintained. Our fleet includes ADA accessible vehicles, operated by experienced and trusted drivers who are trained to meet the unique needs of our passengers with disabilities.

Robust Vehicle Maintenance – zTrip's vehicle maintenance plan is the product of years of experience in maintaining more than 2,800 vehicles across the country. Our program is structured with a focus on preventive maintenance, safety evaluations, cleanliness, and thorough inspections, guaranteeing our vehicles are always in prime shape for the safety and convenience of our clients. As the proprietor of the fleet, we exercise superior control over the state of our vehicles, an advantage that sets us apart from competitors who are dependent on third-party vehicle owners. Our shop is managed by an ASE certified Master Mechanic and our inspection teams are highly trained and experienced.

Unmatched Financial Strength – WHC AL, LLC, doing business as zTrip, is a subsidiary of WHC Worldwide, which is the largest taxicab provider in North America. Our affiliation with WHC Worldwide provides zTrip with the financial resources and stability to deliver all the required service elements, including insurance and bonding requirements. Our financial strength and stability ensure that we can provide our customers with a reliable and sustainable transportation service that meets their needs.

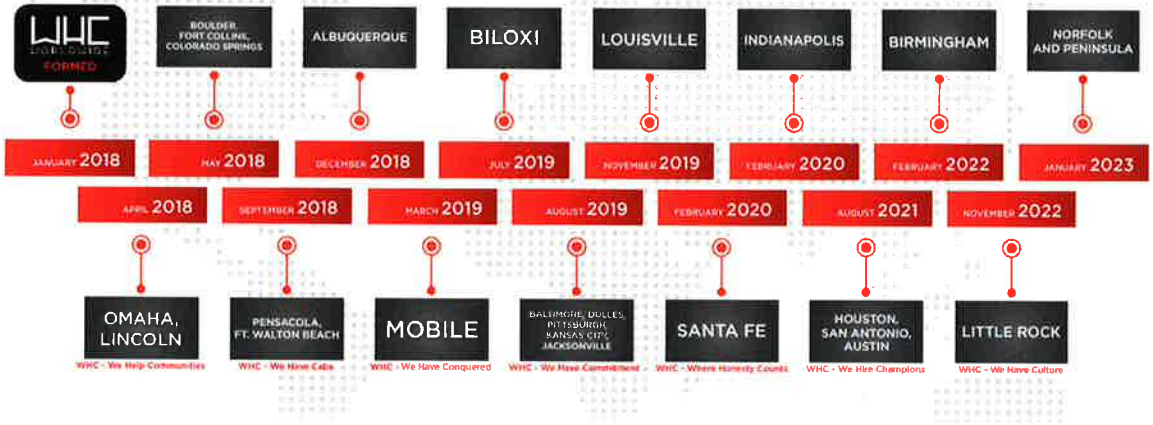
History of the Company

WHC Worldwide was founded by Bill George in 2018, who has 38 years of experience in the passenger ground transportation industry. He started his career in 1985 at MTSI, the largest full-line ground transportation provider in Houston, and became a partner in the company in 1992, serving as Vice-President. In 1997, MTSI was acquired by Coach USA, the largest passenger ground transportation provider in the United States at that time, and Mr. George continued to oversee operations for the Houston region.

In 2002 and 2003, Mr. George repurchased several divisions that were sold to Coach USA, including Yellow Cab, KCI Shuttle, and Carey Limousine, and formed the Houston Transportation Group (KCTG). KCTG grew to become a company with over 700 vehicles, offering various transportation services such as taxicabs, paratransit vehicles, motorcoaches, minibuses, trolleys, limousines, sedans, vans, airport shuttles, SUVs, and transit buses. In 2007, KCTG was acquired by Transdev, the world's largest ground transportation provider based in Paris.

Subsequently, Mr. George and his team developed a plan to transform the traditional taxicab business into a modern mobility service that caters to the needs of the 21st century. This led to the creation of zTrip, which combines the safety and accessibility of a traditional taxicab with the innovation and convenience of new Transportation Network Companies, aiming to achieve the goal of mobility for all.

Our Mission:
Combine the best taxi service model with the best technology to create a new hybrid brand of on demand transportation.



WHC Worldwide Officers

- William M. George, Chairman and Chief Executive Officer
- Doug Nickerson, Chief Financial Officer
- Jamie Campolongo, Vice Chairman
- Dwight Kines, Chief Operating Officer
- Terry Oates, Chief Strategy Officer
- Natalie Parra, Chief Marketing & Recruiting Officer
- Luke Misgen, Chief Technology Officer

Providing safe transportation services to individuals with disabilities is a highly specialized endeavor. It requires intense knowledge of the system, familiarity with the neighborhoods and community, a tested driver training program, and multiple contingency plans for numerous possible adverse situations.

Our extensive "human" knowledge is enhanced by our technological investments. zTrip has always been a leader in technology, training, and vehicle operations. As discussed throughout this proposal, we operate a fully integrated dispatch, phone, and e-hail app-based system that combines the latest technological features into a service focused system.



Our dedication to staying at the forefront of technology remains unwavering. Four years ago, we made a significant commitment by participating in a beta test of a cutting-edge video and event recording system. After meticulous testing and incorporating valuable feedback, we successfully integrated new in-vehicle camera systems into all our vehicles. This system was specifically tailored to suit our industry's unique requirements. By seamlessly combining audio/video capabilities, multiple cameras, and telematics, it empowers us to proactively receive alerts and efficiently manage driver safety. This investment in advanced technology allows us to uphold our commitment to providing the highest standards of service and safety for our valued customers.

Over the years, zTrip staff have created relationships with many of the customers that utilize our services. We are a partner that knows our clients as much more than just passengers. We live and understand your mission to provide mobility without barriers.

zTrip is very aware of the fluid needs of participants in this program. Our team of transportation professionals is specifically trained to adjust to the constant changes that take place. Trip adjustments are made continuously and are correctly recorded and documented.

Our experience in this field is unmatched. We have developed multiple transportation programs for municipalities, school districts and public agencies. Utilizing our experience and best practices, we have created a contracting office that is focused on the type of service proposed in this RFP. Notably, our CEO was recently awarded the Rosa Parks Spirit Award by the Kansas City Area Transportation Authority. This award was in recognition of the new KC service we developed to provide true on-demand paratransit services at a fraction of the cost of regularly scheduled service. Our team is dedicated to finding new paths to mobility for all.



Kansas City Area Transportation Authority Chairman Daniel Serda (left) and President Robbie Makinen (right) presenting the 2018 Rosa Parks Spirit Award to zTrip CEO Bill George.

Pricing

WHC AL, LLC, dba zTrip is privileged to provide the following pricing to the City of Alabama and Alabama Mobile Cruise Terminal. zTrip proposes a fixed daily rate for the minimum core passenger service period requirement of three specified vehicles plus drivers from 7:00 a.m. to 5:00 p.m. (not to exceed six hours within that window).

Daily rate for 6 hours X 3 vehicles + drivers: $1,250.00/day

Hourly Rate for additional vehicles + drivers: $60.00/hour

(Note: this rate is for the 13+ pax standard vehicle + driver)

If you wish to offer additional hourly rate options, please indicate here:

Option #1: Wheelchair-assessable Vehicle Rate: $450.00/day

Option #2: Wheelchair-assessable Vehicle Overtime Rate: $60.00/hour

zTrip's proposed fixed, hourly and wheelchair assessable rates are directly linked to the average fuel price, ensuring equitable and transparent pricing that adapts in response to fuel cost fluctuations (refer to the table below for details).

	Fuel Price			
	Less than $4.00	$4.00 - $4.50	$4.50 - $5.00	Greater than $5.00
	Standard	Level 1	Level 2	Level 3
Fixed Daily Rate	$1,250.00	$1,312.50	$1,378.13	$1,447.04
Hourly Rate	$60.00	$63.00	$66.15	$69.46
Wheelchair Assessable Rate (daily)	$450.00	$472.50	$496.13	$520.94
Wheelchair Assessable Rate (hourly)	$60.00	$63.00	$66.15	$69.46

Plan

Project Management

zTrip takes pride in our exceptional team of professionals, dedicated to providing top-tier ground transportation and parking shuttle services. Many of our managers are nationally recognized as industry leaders and innovators. Our management team actively engages with the local community, participating in various community organizations and civic initiatives that align with our focus on efficient and reliable mobility services. This engagement enables us to remain attuned to local concerns and positions us as a valuable resource in resolving transportation-related and civic challenges related to transportation, parking and shuttle services.

- **Project Management and Compliance:** As your parking shuttle contractor, we ensure safety, quality, and ADA compliance. A zTrip committee reviews and audits each requirement, ensuring thorough adherence.
- **Accountability and Oversight:** All stakeholders share compliance responsibility. Our local GM Curtis Maynard and Regional VP Mike Wier oversee compliance and performance, engaging with officials.
- **Performance Monitoring and Data:** We use KPIs, like zTrip KPI Dashboards, to track shuttle frequency, on-time performance, and more. Shared data fosters best practices and incentives.
- **Transparent Communication:** Open dialogue is key. We communicate through emails, calls, and face-to-face meetings. Our call center offers 24/7 assistance to passengers. zTrip staff supports issue resolution.

Vehicles

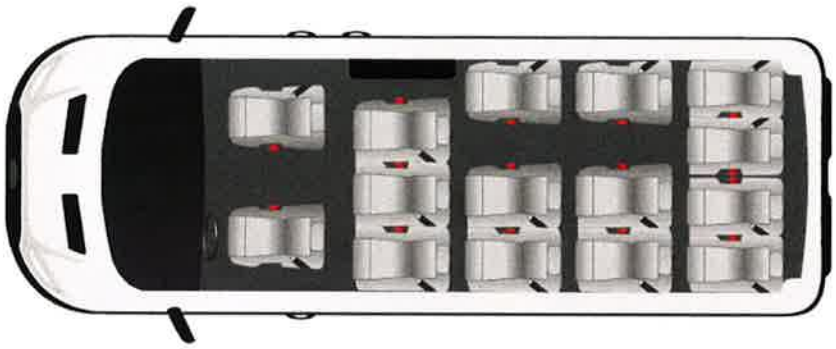
zTrip's commitment to excellence is displayed through our approach to sourcing and maintaining our fleet of vehicles. With a fleet that boasts diversity, we possess the strategic advantage of being able to dynamically scale our supply in alignment with the ever-changing demands of our clientele. This ability to tailor our vehicle offerings to the needs of our customers underscores our dedication to delivering a superior transportation experience that is both reliable and flexible.

Proposed Fleet

zTrip is proposing three (3) Ford Transit vans, each accommodating 15 passengers. These generously spaced vehicles are ideally suited for MACT's Parking Shuttle Service, offering abundant passenger room. Moreover, the vans provide versatility for luggage, as their rear seats can be adjusted in various configurations to create extra space.







Vehicle Overview

Comfort

- Easy Entry
- Adjustable Passenger Seating

Safety

- 3-Point Retractable Seat Belt
- Fire Extinguisher

Standard Features

- U4X GWVR: 10,360 lbs.
- X2C GWVR: 9,400 lbs.
- 3.5L PFDI V6 (Gas or E-85 Flex Fuel)
- 10-Speed Transmission
- U4X Tires: 195/75R16C BSW All-Season
- X2C Tires: 235*65R16C BSW All-Season
- Limited Slip Axle
- Wheel Well Liners
- Front License Plate Bracket
- 2-Way Adjustable Driver Seat
- Co-Pilot Seat
- Dark Gray Vinyl Seats
- 50 State Emissions
- Air Conditioning/Heat
- Dual Batteries
- Sliding Entry Door
- 253 Degree Rear Door Opening
- Black Exterior
- Egress Window, 2nd Row, Driver Side
- Privacy Glass
- Keyless Entry Pad
- AM/FM SYNC3 Stereo w/4" Display, Bluetooth, Dual USB Ports
- Auxiliary Fuse Panel
- Front Overhead Shelf
- 800# Lift Capacity
- Q-Straint Tie Downs

Dimensions

X2C

- Wheelbase: 148"
- Length: 235.5
- Height: 99.2
- Width (Excluding Mirrors): 81.3
- Width (Including Mirrors): 97.4

U4X

- Wheelbase: 148"
- Length: 263.9
- Height: 107.7
- Width (Excluding Mirrors): 81.3
- Width (Including Mirrors): 97.4








Vehicles and Maintenance

All zTrip vehicles designated for this program are carefully selected to ensure they are suitable for providing transportation services, and we diligently maintain them in excellent operating condition. Our commitment to safety and maintenance exceeds the requirements outlined in the RFP. Additionally, all zTrip wheelchair accessible vehicles (WAV) strictly adhere to all local, state, and federal laws and regulations, always ensuring full compliance.

As part of our dedication to service excellence, we continuously invest in upgrading our fleets nationwide. In the past year alone, zTrip has allocated over $5.5 million towards acquiring new vehicles. This ongoing investment allows us to offer the latest and most reliable vehicles, further enhancing the quality and reliability of our transportation services for our valued customers.

Vehicle Inspections

zTrip's comprehensive maintenance program is anchored on thorough inspections at every stage, which include pre-trip and post-trip inspections, and the Daily Vehicle Inspection Report.



Pre-trip and Post-trip Inspections

Operators perform a pre-trip inspection prior to each pull-out, that includes checking the wheelchair lift operation. At pull-in, the operator performs a post-trip inspection identifying any vehicle defects noted while in service and during a general vehicle walk-through. The results of each pre-trip and post-trip inspection are documented by the operator in their Daily Vehicle Inspection Report.

Daily Vehicle Inspection Report (DVIR)

Copies of each pre-trip and post-trip DVIR are maintained on file for 120 days, 30 days longer than DOT requires. A member of the management team is available at pull-out to assist operators with addressing minor defects. Safety defects are the highest priority and vehicles are not cleared for revenue service until all safety items are corrected. Our maintenance team works with Dispatch and Road Supervisors to ensure an appropriate number of vehicles are clean, fueled, and ready for service at all times during revenue service hours. The DVIR dashboard is pictured here.

Vehicle Maintenance

zTrip's vehicle maintenance program places a high priority on preventing vehicle issues before they occur – Preventative Maintenance – and has a robust system in place for handling issues after they occur – Corrective Maintenance. zTrip also has comprehensive response guidelines for the event that a vehicle breaks down while in service.

Preventative Maintenance

zTrip adheres to and goes beyond the manufacturer's specifications in its maintenance practices. At the heart of our maintenance program is a PMI program developed, tested, and improved over many years. The program assures cost savings and dependability of equipment and service.

Inspections are initiated using a Preventative Maintenance Inspection (PMI) Checklist. A repair order is submitted for each PMI and included in the vehicle history record. The required repairs are scheduled based on their severity. PMI's are scheduled so daily service is not impacted.

The PMI interval is based on 5000 miles. This schedule is continuously reviewed for changes according to the needs of the vehicles as components progress through various life cycles. All maintenance functions are performed in accordance with OEM requirements.

Preventative Maintenance Tasks	
Air Conditioning & Heating	The entire system undergoes detailed inspection and cleaning to ensure performance prior to peak air conditioning and heating seasons.
Brake Systems	Any defects or other safety related system issues are corrected with OEM, or equivalent parts, and tested prior to service.
Tires	We only use quality branded tires on our vehicles and replace them according to manufacturers standards.
Wheelchair Ramps & Lifts	zTrip places specific emphasis on the care of wheelchair lift systems, which have a separate PMI schedule in accordance with OEM recommendations and regulatory requirements.
Fluid Replacements & Lubrication	Our PMI Program references fluid replacement schedules. zTrip exclusively uses fluids that meet OEM specifications. At a minimum we comply with all OEM requirements.

Corrective Maintenance

Vehicles receive corrective maintenance as a result of referrals from operators, road calls, audits, or deficiencies discovered during PMI's. Defects are prioritized, a repair order is generated, and the vehicle scheduled for repair. All repairs are recorded on our maintenance tracking software. Visible damage to the body of the vehicle is handled with special emphasis.

zTrip places high importance on maintaining the quality of the appearance of our fleet. Major repairs to vehicle bodies are scheduled immediately. No vehicle with significant body damage is allowed in revenue service.

Vehicle Breakdown Response

zTrip also has a detailed and proven set of guidelines for the event of vehicle breakdown. At all times when a zTrip vehicle is on the road, zTrip Dispatchers or Road Supervisors are the designated points-of-contact for any operator who experiences a mechanical failure with their vehicle. When the Dispatcher or Supervisor determines from the operator that the vehicle is down, the Dispatcher or Supervisor will take the following actions as appropriate:

- A Road Supervisor will determine whether the vehicle can continue in service.
- The Road Supervisor will consult with maintenance staff if necessary.
- A Road Supervisor or EB driver may be dispatched with a spare vehicle so that the route can continue.
- If passengers need to be transferred, a Road Supervisor also travels to the scene to assist with this process.
- The Road Supervisor or EB driver then waits at the scene of the downed vehicle until zTrip's contracted towing service arrives to tow the vehicle.
- Road Call reports are then prepared for daily review.

Wheelchair Lift

zTrip places specific emphasis on the care of wheelchair ramps and lift systems. The wheelchair ramp or lift system will have a separate PMI schedule in accordance with OEM recommendations. The inspection interval will be determined by OEM recommendations and regulatory requirements, as necessary.

Response to Vehicle Accidents

State and federal law, as well as company policy, makes the safety and health of our employees and passengers the first consideration in operating our business. Safety and health in our business must be a part of every operation and is each employee's responsibility at all levels. It is the policy of zTrip to comply with all laws concerning the operation of the business and the health and safety of our employees and the public.

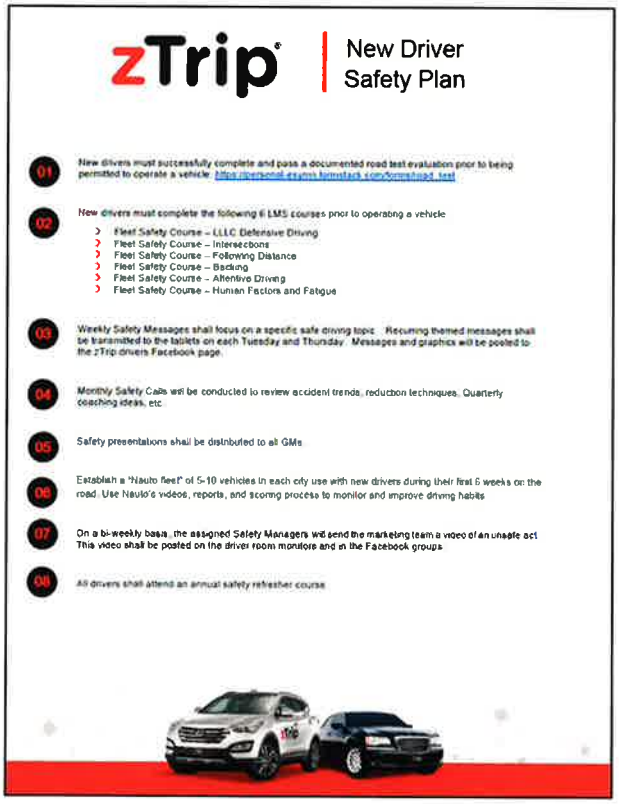
zTrip maintains a safety and health program conforming to the best practices in our field. To be successful, such a program must embody proper attitudes towards injury and illness prevention on the part of supervisors and employees. It requires cooperation in all safety and health matters, not only of the employer and employee, but between the employee and all co- workers. Only through such a cooperative effort can a safety program in the best interest of all be established and preserved. Safety is no accident; think safety and the job will be safer.

Drivers

zTrip is committed to monitoring and enforcing standards that meet or exceed federal, state, local regulations and the contractual guidelines and regulations of clients. zTrip has put together the following safety policies and procedures that cover regulatory compliance, the orientation process, incident management, vehicle operator risk and safety, passenger safety, vehicle inspection and maintenance.

Prior to launching the service, we will be providing all our experienced drivers with a detailed orientation of the new program, its rules, procedures, and other changes and required information. This orientation will include (but not limited to):

- Accident Reporting
- First Aid & CPR Training
- Trip documentation standards
- Vehicles and equipment
- Relevant laws, regulations, standards, policies, or procedures
- ADA Training
- Dry run/ride along with a manager or experienced driver



It is the policy of WHC AL, LLC to enforce safe driving and operating practices actively always. Operators must always drive safely and defensively and in a manner that prevents accidents, injuries, and property damage from occurring.

Safety Program

When drivers have passed all the qualifications and joined the zTrip family, they take part in a multi-stage orientation program, which includes our Vehicle Operator Orientation, a Road Test, and a Safety Education course with seven modules.

Vehicle Operator Orientation

zTrip's Vehicle Operator Orientation is a standardized program that provides vehicle operators with the tools and resources to conduct their businesses in a safe and professional manner. An outline of the Orientation program will be provided to each vehicle operator the day Orientation begins. Before an individual can provide transportation services for zTrip in any capacity he/she must first attend and successfully complete the orientation program.

Road Test

The road test is a requirement for all new drivers, as it shows us that they have the skills to be a professional driver. There are certain parameters that must be met such as backing into a parking spot, merging on and off the highway, use of turn signals, ability to stay in their lane while making a turn, etc.

Safety Course

All new drivers take zTrip's safety course. New drivers complete this course as another way to show us they have what it takes to meet our high standards. We believe providing safety education before letting drivers get out into the field is always a best practice.

Driver Onboarding

At zTrip, we put just as much emphasis on retaining qualified drivers as we do on recruiting them. We believe that driver retention starts before a driver is even onboarded. It starts from the applicant's perception of vehicles on the road to their first interaction with a zTrip team member. We utilize Key Metrics to enhance our retention efforts. Our KPIs have shown us that drivers leave because they needed more information on how to be successful. When a new driver is onboarded, they are the enrolled in the "Come-Back Session Plan." When a new driver or even a tenured driver understands how to be successful and feels valued, they stay longer. Since we implemented the Rookie Education Plan in 2021, we have seen a 30% increase in driver retention in some locations. After a qualified candidate has been identified, they undergo a thorough qualification and onboarding process that exceeds the industry standard.

Drug and Alcohol Policy

zTrip's Drug and Alcohol Policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website: http://transit-safety.fta.dot.gov/DrugAndAlcohol/

All covered employees and independent contractors are required to submit to drug and alcohol tests as a condition of contracting in accordance with 49 CFR Part 655. Portions of our policy are additional provisions which are not FTA-mandated but reflect zTrip's company policy.

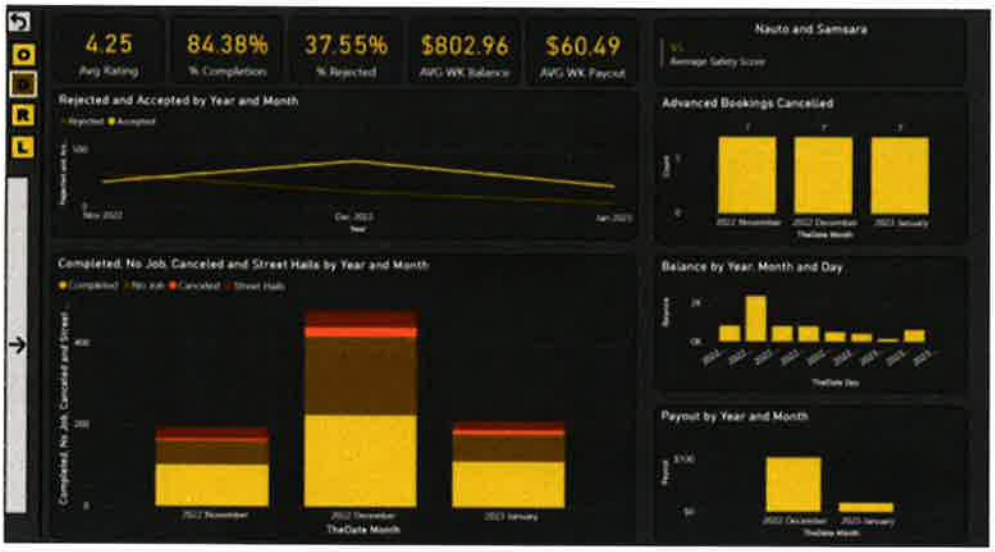
In-vehicle Camera System

zTrip employs camera systems – with both internal and external views – to ensure the highest level of safety in the vehicles we operate. Our Road Supervisors can monitor the drivers, their driving conditions, and their GPS locations in real time. The on-board cameras include event-based video captures that are immediately uploaded to the Cloud. These video captures are either triggered by g-force events, or manually by the driver (such as when there is a passenger conflict). The system also provides for continual recording that can be accessed as needed.



Performance Monitoring

zTrip has several systems in place to monitor drivers. These include on-board cameras, driver KPI monitoring and real-time customer feedback. We have a dozen KPIs that we track throughout our organization including driver behavior. Each passenger can score a driver and that score is reflected in the zMetricz Driver Data Dashboard.



zTrip is committed to a culture where all members of our team incorporate a "safety first" mindset in everything they do, while at the same time providing a high standard of exemplary customer service. zTrip's approach for creating and maintaining a strong safety culture includes thorough safety and security procedures, comprehensive training for all employees, ongoing safety inspection routines, safety audits, and incentives that reward safe behaviors.

All zTrip drivers have a safety and performance rating that is monitored in real-time on the zMetricz dashboard. If someone's rating slips below our performance target, they will receive mandatory coaching and education to raise them back to zTrip's high safety and performance standards. Drivers who cannot swiftly reclaim a good rating will not be retained.

Background Checks

zTrip requires all employees and independent contractor drivers in contact with customers to undergo

pre-employment/pre-contracting Background Checks and MVR. Screening includes Federal Fingerprint, Criminal, Social and Sex Offender with the State and County. We also conduct a 7-year Motor Vehicle Record. zTrip meets with every driver at least 3 times before they are allowed to operate a zTrip vehicle. zTrip's philosophy is that while we could onboard a driver through online technology it is important to personally know and meet each contractor.



Communications

zTrip employs cutting-edge technology to elevate every facet of its operations, including operational efficiency, safety and security, and maintaining continuous communication and visibility. A pinnacle of our technological prowess lies in our substantial investment in an advanced computer dispatching system, a leap that marked us as national pioneers in transitioning from traditional radio dispatching to cutting-edge computer-based dispatching. This technology revolutionizes the process by completely automating it. Our unwavering dedication to technological innovation has led to over $20 million in subsequent investments for system enhancements, including GPS dispatching, turn-by-turn navigation, secure credit card processing, intricate street mapping, and an array of other sophisticated features.

At the heart of this system is predictive technology, continuously monitoring trip response times and adeptly implementing proactive solutions. This fortifies our ability to design services that not only fulfill but surpass the most stringent contract standards. Notably, this entire system is seamlessly integrated with our zTrip e-hail app, empowering your customers to trace our drivers' positions as they complete their journeys.

Empowered by onboard computer tablets and Global Positioning Satellite Systems (GPS), our diligent dispatchers vigilantly monitor vehicle locations and call statuses. This enables swift dispatch to the nearest available unit while assisting dispatchers in navigating scheduling complexities or traffic challenges.

To underline the significance of great communications, we have integrated messaging capabilities through in-vehicle tablet devices, complementing our cutting-edge dispatch system. Furthermore, our drivers utilize hands-free cellular communication technology, ensuring a direct line of communication without compromising safety. This holistic approach enhances our ability to maintain real-time contact, enabling effective coordination and swift response to any situation.

Additionally, zTrip's proposal includes access to our 24/7 call center, dedicated to passenger communications and handling everything from requests to complaints and lost and found inquiries. Our staff will receive specialized training that covers the Parking Shuttle Service program extensively, including its procedures and ridership requirements. Additionally, rigorous testing will be conducted to ensure that our Call Center personnel are fully familiar with all facility layouts, key locations, high-traffic areas, and specific pickup and drop-off points to provide accurate assistance.

Supply Scalability & Service Flexibility

As mentioned in our executive summary, zTrip's flexibility is a key part of our operational strength when it comes to both having enough vehicles and being available for service. Our main location is at 854 A Lakeside Drive, Mobile, AL 36693, and it's where we run many types of transportation services like taxis, shuttles, airport transfers, and health and human services. We have a variety of clean, new vehicles and well-trained drivers.

We can easily adjust the number of vehicles and qualified drivers based on how many people need our services at the Mobile Alabama Cruise Terminal (MACT). This helps us manage our resources well. Our mix of vehicles and available drivers lets us meet the changing needs of passengers, making sure we're always ready to help.

This approach shows how much we care about keeping up with what people need from transportation. We don't just focus on being efficient – we also care about giving you a consistently high-quality and responsive transportation experience that suits what you need, both now and as things change.

Commitment to ADA

One area where zTrip sets the standard for other companies to follow is in our knowledge of and experience with the delivery of transportation services for people with disabilities, and our philosophy towards this service. In every project, we operate or manage, the needs of disabled people and compliance with the requirements of the Americans Disabilities Act (ADA) are key aspects of our operating policies and procedures, staff training and performance monitoring. We instill a culture of understanding and respect within our operations that is sensitive to the abilities and needs of people with disabilities. Following are some examples of our depth of understanding of the ADA and our commitment to fully serving the needs of disabled passengers.



- All driver and front-line employee training programs include a summary of ADA requirements and a discussion of the policies, procedures, and practical tips for ensuring compliance.
- Because of the long professional involvement many of our corporate, regional, and local managers have had with the ADA and service to people with disabilities, we are able to collaborate on questions and problems that arise regarding the ADA, the provision of accessible and legally compliance services, the administration of ADA eligibility certification, and other issues which arise pertaining to service to people with disabilities. Typically, this sharing takes place on an informal basis via email or telephone conversations. Additionally, the corporate office can provide or assist in an evaluation of the location's service to customers with disabilities (including compliance on ADA requirements).
- Several zTrip employees are subject area experts in a host of ADA and disability-related topic areas, including ADA eligibility certification, brokerage operation, service coordination and passenger sensitivity and awareness. Many of these people serve on nationally recognized professional organizations and committees, such as the American Public Transit Association's Accessibility Committee, Paratransit Committee, Project ACTION and the Transportation Research Board Paratransit Committee. Individuals affiliated with these groups not only help shape the future direction of accessible transit and paratransit services, but they also exchange ideas and

solutions with other professionals and bring best practices back to the company for wider implementation.

Safety & Health Program

The objective of zTrip's safety and health program is to reduce injuries and illnesses to an absolute minimum. Very simply, our goal is zero accidents and zero injuries.

Safety Policy Statement

It is the policy of zTrip that accident prevention shall be considered of primary importance in all phases of operation and administration. It is always our intention to provide safe and healthy working conditions and to establish and insist upon safe practices by all employees.

The prevention of accidents is an objective affecting all levels of our company and its operations. It is, therefore, a basic requirement that each supervisor make the safety of all employees an integral part of his or her regular management function. It is equally the duty of each employee to accept and follow established safety regulations and procedures.

Every effort will be made to provide adequate training for employees. However, if an employee is ever in doubt about how to do a job or task safely, it is his or her duty to ask a qualified person for assistance.

Employees are expected to assist management in accident prevention activities. Unsafe conditions must be reported immediately. Fellow employees that need help should be assisted. Everyone is responsible for the housekeeping duties that pertain to their jobs.

"We can never out earn an unsafe driver. We use data to reduce the risk before the accident, not afterwards."
Bill George, CEO

World Class Safety Policies and Procedures

zTrip is committed to providing a safe working environment for our employees, Independent Contractors, and passengers. We have established standards to ensure we prevent accidents...before they occur.

zTrip is committed to monitoring and enforcing standards that meet or exceed federal, state, local regulations and contractual guidelines and regulations of clients. We have adopted safety policies and procedures that cover regulatory compliance, the orientation process, incident management, vehicle operator risk and safety, passenger safety, vehicle inspection and maintenance.

zTrip will proactively manage all safety and compliance aspects of these policies and procedures and will ensure oversight is provided at a corporate and local level. When we acquired zTrip, we had the benefit of looking in the rear-view mirror at all the acquired operations for the past 12 years. We challenged ourselves to find ways to improve the bottom line. It quickly became clear that our biggest opportunity for profit improvement was to reduce the frequency and costs of our claims. As we analyzed the situation, we developed the following new procedures:

- We committed to installing the best possible camera system, Digital Ally, in all our revenue vehicles.
- We committed to using the data from these cameras to proactively remove unsafe drivers from our fleet before they have an accident.
- We created a system of review that standardized removal of unsafe drivers from our fleet.
- We created Facebook groups in each city and consistently addressed the safety issue with each

driver.

- We revamped our websites to make it easy for the public to notify us of aggressive driving or road rage behavior.
- We created a CRM process where each complaint or data notification had to be cleared within 72 hours.
- All Independent Contractors will receive coaching on accident reporting. We have built a fully customizable app for reporting accidents and incidents. Operator emergency procedures will comply with all contract requirements and be continuously evaluated for areas of improvement.

Customer Service & Quality Assurance

It has been estimated 96% of unhappy customers never complain. Unfortunately, studies also show unhappy customers share their stories with between nine and ten other people—a figure which is undoubtedly growing in the age of social media. We believe customers who experience problems and then complain are giving us an opportunity to correct the immediate problem, to restore goodwill and to keep them loyal to our service. Surveys show 95% of people who do complain become loyal customers again if their complaints are handled professionally and quickly.

Thus, we see complaints as an opportunity to improve service for our customers, to address problems of which we may have been unaware, and ultimately, to give us the opportunity to regain the loyalty of our customers.

Our Quality Assurance plan (QA) encompasses all aspects of the service and our organization. From initial service design and reporting, to recruiting and retaining qualified individuals, and most importantly, service delivery, our QA plan covers it all. zTrip has established an audit team that ensures all QA goals are consistently met. Through the use of dashboards, we can rapidly spot a negative trend and refocus resources to rectify a potential problem.

The QA process starts with the initial RFP and Contract review. All client requested performance measures are included. From our weekly series of start-up meetings, we will continue development of the plan and set tolerances for all dashboards. Our various work groups will work with our IT department to finalize their requests. Once the program is set, the data will be imported to the dashboards daily so we can monitor performance.

Key Personnel

zTrip is extremely proud of the talented staff professional team that oversees our operations in Mobile, AL. Many of our managers are recognized nationally as leaders and innovators in the passenger ground transportation industry, and especially in parking and travel services. Heading up our team are CEO Bill George, Regional VP Mike Wier, General Manager Curtis Maynard, and National Safety Manager Raymond Gamrat. *Please see our "Resume" section within this proposal for full staff resumes.*

Bill George, CEO

Bill George has been involved in the passenger ground transportation business since 1985. In his previous role with Transdev, he served as President of their entire Taxicab portfolio of companies. In 2018, through his company WHC Worldwide, he purchased all Transdev's taxi operations, plus numerous other city locations. Bill has been recognized as an expert in the field and has received numerous awards for outstanding service and innovation.

Mike Wier, Regional Vice President

Mike Wier has experience in the ground transportation business that spans over 11 years with positions

ranging from driver to owner. He got his start in 2009 after being honorably discharged from the Marine Corps. Shortly thereafter, he and Bill George (now owner of zTrip) started a company together called Wier Transportation, which was awarded the VA contract in Kansas City in 2012 to transport veterans to and from the local VA Medical Center. Since then, Mike has become well-suited to serve many positions within the organization due to his formative years spent working as a member of zTrip's national operations and acquisition teams. Mike is currently a Regional Vice President for zTrip overseeing the company's Gulf Coast markets.

Curtis Maynard, General Manager

With a dynamic career spanning from roles as a driver to a seasoned General Manager, Curtis brings 2 decades of experience to WHC AL, LLC. His dedication to ground transportation, particularly in the realm of taxis and shuttle services, has been the driving force behind his professional journey. With extensive experience and a steadfast commitment to excellence, Curtis consistently upholds a high level of professionalism. This passion for the industry has not only fueled his growth but has also allowed Curtis to make substantial contributions to the evolving landscape of mobility solutions in Mobile, AL.

Raymond Gamrat, National Safety Manager

Raymond has a long history focusing on safety. In his previous role, he established the first Safety Department, fostering a safety-first culture. He also created the Administrative Services function, assembling a team of HR, Safety, and Finance professionals. Raymond has led cross-functional teams in developing a proprietary dispatch solution, enhancing efficiency with a driver-centric mobile application. Additionally, he has successfully managed mitigation plans following an adverse safety rating from the FMCSA. With 21 years of service in the Pennsylvania State Police, Raymond Gamrat's legacy shines through his exceptional leadership and innovative contributions.

Subcontractors

For this project, zTrip proposes the use of Independent Contractors as drivers, but is not proposing the use of subcontractors.

Past Performance

Team Experience

Our team's expertise is deeply rooted in Mobile, AL. With a combined experience of 50 years in the ground transportation industry, our local presence ensures a deep understanding of the community's needs and challenges. This firsthand knowledge, coupled with our extensive industry background, positions us perfectly in providing tailored solutions that are reflective of both our experience and our commitment to serving the local community.

Curtis Maynard, WHC AL, LLC General Manager, ensures zTrip meets contract demands. With extensive experience in ground transportation and shuttle services, Curtis has spearheaded innovative service delivery methods. His profound understanding of ADA-compliant mobility solutions ensures inclusive services that cater to all passengers' needs. Curtis is not just a manager but a visionary leader who excels in fostering strong community relations while driving operational excellence. Curtis currently oversees the following tasks for all WHC AL, LLC transportation programs:

- Oversee all quality assurance and performance monitoring activities to ensure that service safety, reliability, and quality is maintained and improved.
- Work with key management staff to coordinate activities among all departments to ensure that everyone understands their roles and responsibilities and that all are aligned on the County's project goals and expectations.
- Analyze operational trends and develop corrective actions.
- Ensure that appropriate contingency plans and cross-training are in place for each staff member to facilitate seamless operation in the event of an employee absence.
- Develop, implement, and administer policies and procedures in accordance with legal, contractual, and company guidelines.
- Manage the program in accordance with the budgetary expectations as set forth in the contract and company annual operating budget and recommend and implement changes when circumstances warrant.
- Submit invoices and reports in accordance with contractual requirements, on behalf of the company.
- Work closely with Mobile County's representative to the community.
- Attend public outreach meetings as zTrip's representative to communicate zTrip's service options.
- To be available on call as needed.

Similar Projects

zTrip boasts a wealth of experience in providing highly efficient and dependable ground transportation services, establishing a robust presence within the industry. A standout accomplishment, particularly relevant to MACT's Parking Shuttle Service endeavor, is our longstanding partnership with the Jacksonville Port Authority (JAXPORT). Since 2003, zTrip has been pivotal in delivering seamless parking and terminal solutions for cruise passengers. Recognizing the often-fluid nature of cruise schedules, zTrip ensures both reliability and adaptability, perfectly aligning with departure and arrival times and elevating traveler convenience and satisfaction.

Given JAXPORT's status as a Port Authority, the need for versatile transportation services is paramount. With a fleet capacity of up to 70 vehicles, zTrip has consistently been well-prepared to meet these distinctive demands. Our adeptness at seamlessly adjusting to varied operational hours seamlessly harmonizes with JAXPORT's cruise schedules, ensuring uninterrupted and dependable transportation services for cruise passengers. This demonstrated track record underscores zTrip's steadfast dedication

to unparalleled service excellence and readily extends to the Mobile Alabama Cruise Terminal.



Jacksonville Port Authority (JAXPORT) Cruise Terminal

zTrip also possesses extensive shuttle experience in other travel sectors, including collaborations with prominent airports that share similar characteristics owing to their roles in the travel and transportation domains. Both are pivotal entry and exit points for travelers, demanding convenient, secure, and accessible parking solutions tailored to diverse stay durations. Logistical challenges arise from managing high vehicle and passenger volumes, necessitating effective traffic flow and space utilization. Security measures, ADA compliance, payment systems, and exceptional customer service are shared priorities, ensuring safety, inclusivity, convenience, and positive experiences.

We have long-standing contracts with Jacksonville International Airport, Dulles International Airport, Louisville Muhammad Ali International Airport, Pensacola International Airport and Pittsburg International Airport, to name a few. Our proven track record at these airports demonstrates our ability to meet and exceed the unique transportation needs of major aviation hubs, making zTrip the ideal choice for the MACT.

At Jacksonville International Airport, zTrip has been a trusted transportation service provider since 1992. We offer a comprehensive range of shuttle services, ensuring smooth and convenient travel experiences for airport passengers. With a dedicated fleet of 200 vehicles operating 24 hours a day, we prioritize reliability and accessibility to cater to travelers' diverse needs.



Jacksonville International Airport (JAX)

Likewise, at Dulles International Airport, zTrip has been a cherished and dependable partner since 2007.

Through our shuttle services, we seamlessly cater to the airport's bustling operations, ensuring round-the-clock transportation solutions for passengers. zTrip has provided service for IAD under the Washington Flyer brand for more than a decade.

During our current five-year contract cycle we have been operating a fleet of 180 taxicabs. In late February 2023 we were notified by IAD authorities that the other taxicab provider had defaulted on their contract. IAD requested we take over the other contract. Less than five weeks later, on April 1, 2023, we onboarded an additional 163 drivers and deployed 70 new fleet vehicles. This was accomplished without a single interruption in the service.



Dulles International Airport (IAD)

For over 15 years, zTrip has proudly maintained a thriving and productive partnership with Louisville Muhammad Ali International Airport. Our commitment to excellence has resulted in over 1,500 trips being provided monthly, encompassing both traditional cabs and accessible mobility vehicles. Through this longstanding collaboration, zTrip has demonstrated unwavering dedication to delivering top-notch transportation services, ensuring a seamless and enjoyable experience for travelers at the airport.



Louisville Muhammad Ali International Airport (SDF)

Our successful track record with these esteemed airports exemplifies our ability to provide exceptional transportation solutions tailored to the unique needs of each location. Driven by a passion for customer satisfaction and continuous improvement, zTrip remains committed to delivering safe, convenient, and reliable airport transportation services. With the support of valued partnerships, dedicated professionals, and a commitment to excellence, zTrip is the ideal choice for elevating the travel experience at the Cincinnati/Northern Kentucky International Airport.

zTrip also has extensive local experience. We are deeply entrenched in partnerships with several

prominent institutions in Mobile, AL, fostering and nurturing partnerships that bring about tangible enhancements to the local community. Our experience is exemplified through our alliance with Norfolk Southern, a nationally renowned transportation company. zTrip plays a pivotal role in extending a range of transportation solutions to railroad crew and personnel. This partnership stands as a testament to zTrip's capability to seamlessly integrate its services into diverse operational landscapes.

zTrip also maintains a steadfast relationship with Mobile Infirmary, the largest private, not-for-profit health system in Alabama. Through this partnership, zTrip consistently provides essential patient transportation services, playing a critical role in ensuring accessible healthcare for individuals across the region. Our understanding of the importance of reliable transportation has led us to also collaborate with The Child Advocacy Center, an organization that is dedicated to supporting child abuse victims. In recognizing the profound impact of this cause, zTrip is honored to contribute its transportation services, thereby facilitating the center's mission and providing essential support to those in need.







zTrip's experience as a local provider of diverse transportation options is underscored by these meaningful partnerships. We are dedicated to making a positive impact on the community by seamlessly integrating our services into various sectors and providing vital transportation support for institutions with significant missions. Our commitment, underscored by our extensive experience, makes us an invaluable partner to MACT.

Signature Page

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).

1. zTrip proposes that the current $1,000,000.00 umbrella insurance requirement be adjusted to align with the State of Alabama's stipulated amount of $500,000.00

Proposer Corp Name: WHC AL LLC, dba zTrip

Authorized Agent Name (Printed): William M. George

Signature: 

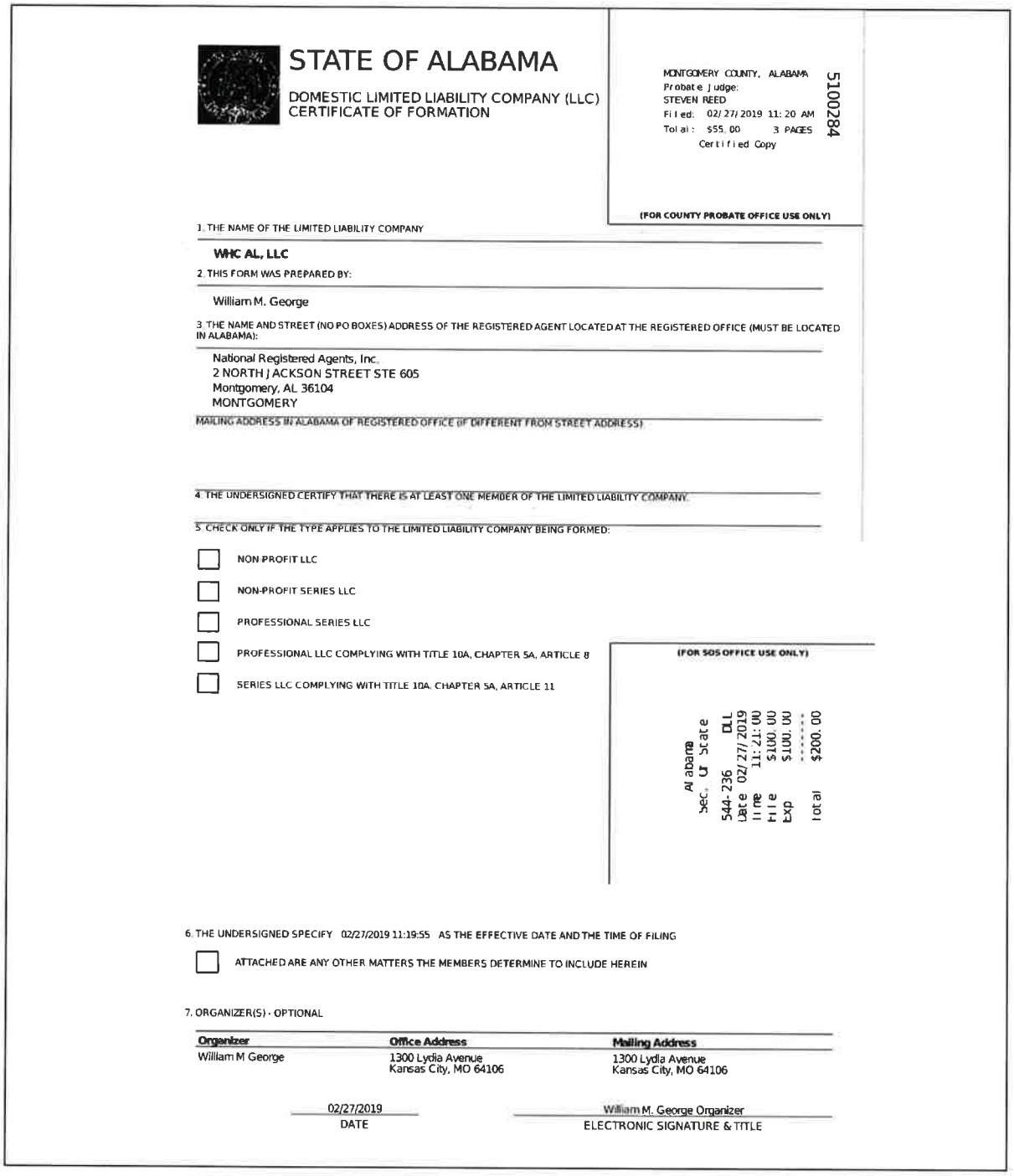
Title: Chier Executive Officer

Date: August 17, 2023

Appendix

Required Forms

State of Alabama Certificate of Authority to Operate



STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

MONTGOMERY COUNTY, ALABAMA
Probate Judge:
STEVEN REED
Filed: 02/27/2019 11:20 AM
Total: $55.00 3 PAGES
Certified Copy

5100284

(FOR COUNTY PROBATE OFFICE USE ONLY)

1. THE NAME OF THE LIMITED LIABILITY COMPANY

WHC AL, LLC

2. THIS FORM WAS PREPARED BY:

William M. George

3. THE NAME AND STREET (NO PO BOXES) ADDRESS OF THE REGISTERED AGENT LOCATED AT THE REGISTERED OFFICE (MUST BE LOCATED IN ALABAMA):

National Registered Agents, Inc.
2 NORTH JACKSON STREET STE 605
Montgomery, AL 36104
MONTGOMERY

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.

5. CHECK ONLY IF THE TYPE APPLIES TO THE LIMITED LIABILITY COMPANY BEING FORMED:

- ☐ NON-PROFIT LLC
- ☐ NON-PROFIT SERIES LLC
- ☐ PROFESSIONAL SERIES LLC
- ☐ PROFESSIONAL LLC COMPLYING WITH TITLE 10A, CHAPTER 5A, ARTICLE 8
- ☐ SERIES LLC COMPLYING WITH TITLE 10A, CHAPTER 5A, ARTICLE 11

(FOR SOS OFFICE USE ONLY)

Alabama Secretary Of State
544-236 DLL
Date 02/27/2019
Time 11:21:00
File $100.00
Exp $100.00
Total $200.00

6. THE UNDERSIGNED SPECIFY 02/27/2019 11:19:55 AS THE EFFECTIVE DATE AND THE TIME OF FILING

- ☐ ATTACHED ARE ANY OTHER MATTERS THE MEMBERS DETERMINE TO INCLUDE HEREIN

7. ORGANIZER(S) - OPTIONAL

Organizer	Office Address	Mailing Address
William M George	1300 Lydia Avenue Kansas City, MO 64106	1300 Lydia Avenue Kansas City, MO 64106

02/27/2019
DATE

William M. George Organizer
ELECTRONIC SIGNATURE & TITLE

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:

WHC AL, LLC

This name reservation is for the exclusive use of William M. George, 1300 Lydia Avenue, Kansas City, MO 64106 for a period of one year beginning February 27, 2019 and expiring February 27, 2020

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

February 27, 2019

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES830102

City of Mobile Business License

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

ZTRIP OF MOBILE T4
854 LAKESIDE DR
MOBILE, AL 36693

YEAR	LICENSE NO
2023	112865
ISSUED	**EXPIRES**
8/14/2023	12/31/2023

485310 TAXI CAB..COMPANY LICENSE CODE
485312 TAXI CAB--$25 PER CAB ANNUALLY

Donna G. Bryars, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

ZTRIP OF MOBILE T4
854A LAKESIDE DRIVE
MOBILE AL 36693

City of Mobile Certificate of Public Convenience & Necessity

zTrip holds a current and active Certificate of Public Convenience & Necessity issued by the City of Mobile, reflecting our compliance with all necessary regulatory requirements. We have already initiated the process of obtaining an official copy of this certificate from the city authorities, and we anticipate receiving it by mail soon. Upon receipt, we are committed to promptly furnishing a copy of the certificate to the Mobile Alabama Cruise Terminal, ensuring transparent communication and adherence to the necessary protocols.

Certificate of Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/14/2023

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: Joe Lammel
Lammel & Associates, LLC 1669 Kirby Parkway, Suite 201 Memphis, TN 38120	PHONE (A/C, No, Ext): (901)614-0100 FAX (A/C, No): (901)410-5147 E-MAIL ADDRESS: jlammel@lammelassociates.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Paratransit Insurance Company, a Mutual Risk Rete	44130
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: WHC BHM, LLC & WHC AL, LLC
DBA ZTRIP
5804 Oporto-Madrid Blvd.
Birmingham, AL 35210

COVERAGES **CERTIFICATE NUMBER:** 00000032-1467026 **REVISION NUMBER:** 30

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY X SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PG1165 23	03/07/2023	03/07/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000*
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*$475,000 Combined Single Limit excess of a $25,000 retained limit per accident.

CERTIFICATE HOLDER	CANCELLATION
Evidence of Insurance	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 (WJL)

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD Printed by WJL on 08/14/2023 at 08:43PM

References

WHC AL, LLC is uniquely qualified to fulfil the terms of the bid because of the long history of serving similar contracts.

- **Jacksonville Port Authority (JAXPORT)**
  2831 Talleyrand Ave
  Jacksonville, FL 32206
  Lisa Gee
  Director, Procurement Services
  Lisa.gee@jaxport.com
  (904) 252-7380

- **Mobile Infirmary**
  5 Mobile Infirmary Circle
  Mobile, AL 36607
  Edward McCants
  Supervisor
  Edward.mccants@profile.com
  (251) 435-7202

- **Child Advocacy Center**
  1351 SpringHill Ave
  Mobile, AL 36604
  Hazel Y. Robinson-Chambers
  Senior Secretary
  hchambers@chcmobile.org
  (251) 432-1101

- **KC Area Transportation Authority**
  1200 E 18th St
  Kansas City, MO 64108
  Tyler Means
  Chief Mobility & Strategy Officer
  TMeans@kcata.org
  (316) 992-9689

- **Rock Region METRO**
  901 Maple Street
  Little Rock, AR 72114
  John Sparks
  Paratransit Manager
  jsparks@rrmetro.org
  (501) 246-2181

William M. George



(816) 777-1111
wmgeorge@ztrip.com

Professional Summary

With more than 38 years of experience in the ground transportation industry, Bill is a highly respected and accomplished leader. In 2018, he founded WHC Worldwide, which has since become the largest taxicab company in North America. Bill's expertise in the field, particularly in ADA transport, has earned him recognition as an industry expert and garnered multiple awards for outstanding service and innovation.

Bill's extensive experience and broad skill set include strengths in corporate strategy, contract negotiation, community relations, financing, banking and insurance relationships, quality control, business development strategy, and senior staff recruitment. Bill's leadership and expertise have contributed significantly to the success of WHC Worldwide, and he continues to make important contributions to the ground transportation industry overall.

Chief Executive Officer

Relevant Experience

Founder and Chief Executive Officer
WHC Worldwide LLC, dba zTrip
January 2018 to Present

- Acquired the operations of taxicab companies in 27 markets
- Rebranded new acquisitions as zTrip, upgrading technology and business model
- Corporate Development
- Government Relations
- Strategic Partnerships

President, Taxicab and Sedan Division
Transdev On Demand
March 2010 to December 2017

- Oversaw all operational components of the division
- Created 10/10 Taxi, a new suburban taxicab service focused on Johnson County, KS
- Launched the zTrip app-based sedan service

Chief Executive Officer
Kansas City Transportation Group
March 2003 to February 2010

- Grew business to over 700 vehicles and 1000 transportation professionals
- Became dominant player in convention transport, over 15,000 guests served on extensive shuttle systems

Awards and Honors

- 2014 TLPA Operator of the Year
- 2018 Rosa Parks Spirit Award by the Kansas City Area Transportation Authority
- Kansas City Metropolitan Crime Commission board
- Visit KC board, past chairman

Michael Wier



(602) 818-3400
mwier@ztrip.com

Professional Summary

Mike Wier has experience in the ground transportation business that spans over 11 years with positions ranging from driver to owner. Since then, Mike has become well-suited to serve many positions within the organization due to his formative years spent working as a member of zTrip's national operations and acquisition teams. Mike is currently a Regional Vice President for zTrip overseeing the company's Gulf Coast markets.

Regional Vice President

Relevant Experience

Regional Vice President
WHC Worldwide LLC, dba zTrip
March 2019 to Present

- Oversee Gulf Coast markets and businesses
- Manage local management teams to ensure the operations are meeting their goals
- Worked with a team to acquire 6 businesses and transition them to zTrip's platform and polices
- Created key KPI's to help make the businesses run more efficiently

Entity Manager for Northern California
Haldan Enterprises
January 2017 to March 2019

- Managed the internal finances and billings
- Created system that allowed the investors to see day to day activity remotely
- Met project deadlines and beat budgets

National Operations Manager – Taxi Division
Transdev On Demand
January 2009 to January 2017

- Oversee operations of all departments
- Transitioned 19 fleets and 5000 taxis to a new dispatch technology system
- Secured GSA contract for SuperShuttle fleets that drove $10 million of additional business to their fleets
- Launched large NEMT contracts for multiple operations

Military Service

United States Marine Corps
January 2003 – January 2007

- Recipient of the Navy Achievement Medal

Curtis Maynard



(251) 752-0447
cmaynard@ztrip.com

Professional Summary

With a strong background spanning over two decades in the transportation industry, I have excelled in managerial roles. Currently serving as the General Manager at WHC AL LLC (dba zTrip) since January 2020, I skillfully oversee multifaceted operations, manage cash flow, drive business development, and ensure compliance through meticulous reporting. My passion for ground transportation is deeply rooted in my fascination with the intricate network that connects people, places, and services. This fervor drives my commitment to optimizing operational efficiency, enhancing customer experiences, and contributing to the evolution of innovative mobility solutions.

WHC AL General Manager

Relevant Experience

General Manager
WHC AL LLC, dba zTrip
January 2020 to Present

- Oversee daily operations of all departments
- Manage daily cash flow in and out
- Business development
- Oversee all outside account holders and vendors
- Process monthly & quarterly reports to maintain compliance
- Track fleet usage – mileage, maintenance, costs, etc.

Fleet Operations Manager
Checker Transport
January 2013 to January 2020

- Oversee daily operations of all departments
- Maintain daily reporting of utilization
- Account reconciliation and Auditing
- Process and track manual rides transaction for AR
- Manage quarterly inspections of all vehicles in the fleet
- Coordinate transportation for special events

Education

Business Management, BS

- University of Kentucky

Communication

Collaborating with drivers, clients and company personnel to provide the most advanced technical service for transportation. Communicating with clients to modify schedules to best meet their needs. Communicating with drivers to keep them informed of schedules and matters of safety

Raymond Gamrat



(412) 322-8507
rgamrat@ztrip.com

Professional Summary

Raymond's impressive career is underscored by his adeptness in cultivating business strategies and nurturing human capital across diverse industries, all with a steadfast commitment to safety. His skills shine particularly in steering cross-functional teams through intricate special projects, where safety considerations are paramount. Raymond's proficiency extends beyond project management; he excels in fostering collaborative relationships with all stakeholders, ensuring that safety concerns are integrated seamlessly into the fabric of these partnerships. With a keen awareness of the vital importance of safety, Raymond's leadership serves as an assurance of well-executed projects that prioritize the well-being of all involved.

Executive Vice President of Safety

Relevant Experience

Executive Vice President of Safety
WHC Worldwide, LLC, dba zTrip
December 2022 to Present

- Responsible for company-wide policies on safety for independent contract drivers and employees
- Oversee management of all accident investigation forms and procedures
- Implement Safety Review Boards

Executive Vice President
JLE Enterprises, LLC
January 2016 to January 2018

- Analyze internal operations and identify areas of process enhancement and provide expert operational advisement to the COO.
- Collaborate with COO to identify potential critical risks to the organization.
- Develop actionable business strategies and plans that ensure alignment with short-term and long-term objectives developed in tandem with the COO.
- Transfer and advise COO on safety and maintenance performance with tracking and establish corrective measures as needed, and prepare detailed reports, both current and forecasting.

Education

USDOT/PA State Polic

- Motor Carrier Safety Assistance Program, Hours of Service

Certifications

- Level 3 - USDOT
- OSHA 30 Hour General Construction
- National Safety Council Forktruck Operator Instructor

City of Mobile
Request for Proposals
RFP Number: 5830

MOBILE ALABAMA CRUISE TERMINAL
PARKING SHUTTLE SERVICE

I. SUMMARY

The City ("City") of Mobile is seeking sealed proposals from transportation providers to provide a shuttle service on cruise ship passenger embarkation/debarkation days ("cruise days") for the Mobile Alabama Cruise Terminal (MACT).

Proposals Due: **4:00 p.m, Thursday, August 17, 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 to: Purchasing@CityofMobile.org

Timeline for Award:

Proposals due:	August 17, 2023
Notification:	August 24, 2023
Contract award	September 7, 2023
Performance begin	October 6, 2023

II. BACKGROUND / PURPOSE

A. The City of Mobile ("City or "Owner") seeks to contract with a transportation firm ("Contractor" or "Provider") to provide a shuttle service, for debarking and embarking cruise ship passengers and their luggage, between the MACT and the terminal's overflow parking lot located approximately 1000 feet southwest of the terminal, on South Water St (see **Exhibit A**, Route Map). This service will be provided to passengers arriving and departing on primarily 6 and 8-day cruise excursions aboard the Carnival *Spirit* from the MACT. All passengers debark the ship and retrieve their luggage and depart the terminal, and a new group of passengers arrive, park or are dropped off, and embark the ship for the next cruise. Each cruise aboard *Spirit* carries approximately 2,500 passengers all of whom debark and embark on the cruise day.

B. The MACT has an attached parking garage which provides most of the parking capacity for its cruising passengers. However, an average of approximately 100 vehicles, but at times up to 170 private passenger vehicles, must park offsite at the overflow lot. The parking shuttle service contractor will provide those off-site parkers efficient, expeditious, comfortable transport between the MACT and the offsite parking lot.

C. On a normal cruise day, passengers will begin disembarking almost immediately after the ship arrives, or at approximately 7:00 a.m. The parking shuttle service contractor will transport those disembarking passengers who are parked at the overflow lot from the MACT to the overflow lot with their luggage. Passenger offload from the ship is generally complete before 10:00 a.m.

D. Passengers who are embarking the ship begin arriving to the MACT and boarding the ship immediately after completion of passenger debarkation and the MACT parking garage is clear of debarking passengers. Passenger embarkation continues until approximately 2:00 PM. The City parks embarking passenger vehicles in the MACT garage until the garage is near capacity, then diverts arriving passenger vehicles to the overflow lot. Diversion of vehicles to the overflow parking lot, and the resulting need for shuttle service commencement, can begin as early as noon on normal turnaround days. The City allows vehicles diverted to the offsite lot to first offload passengers and luggage at the MACT before moving to the overflow lot. The parking shuttle service contractor will then transport those embarking drivers, and any passengers and luggage remaining with the vehicle, from the overflow lot back to the MACT.

E. The City will not know how many embarking passengers will need to use the overflow lot on any given cruise. Since MACT has only a single cruise ship turning passengers however, all vehicles in the overflow parking from the previous sailing will require shuttle services during the debarkation process. The parking shuttle contractor will thus know, at the end of the previous passenger embarkation day, how many vehicles are in the overflow lot and will require shuttle service on the next ship arrival and debarkation day.

F. When considering shuttle capacity it's important to understand the normal flow. After the ship arrives and passengers disembark, virtually all the passengers and luggage belonging to the overflow cars will require transportation. (The MACT has found figuring 3 persons per overflow car is a good rule of thumb.) Debarkation can happen very quickly, and the parking shuttle contractor must have the appropriate capacity to move over 200 people and their luggage to the offsite lot within 2.5 hours, with a minimal amount of waiting. When passengers arrive at the terminal and are directed to overflow parking they will typically drop off all their

passengers and luggage and only the driver will proceed to the overflow lot. It is likely that far fewer persons will need a shuttle from overflow parking to the terminal than would have needed a shuttle to the offsite parking earlier in the day.

G. **Exhibit A** is the schedule of cruise "turnaround" days between October 6, 2023 and March 30, 2024. This schedule occasionally changes due to weather or ship conditions, but is provided for proposal planning purposes only. The Contractor will be required to be flexible and responsive to those changes and provide this service when required.

III. CONTRACT TERM

The City requires a transportation contractor to be in place prior to the first scheduled cruise departure after October 1, 2023, which is Friday, October 6, 2023. The default contract start date will be October 1, 2023 for a one-year term, renewal for two additional one-year terms. Contract will also terminate, without further obligation by either party, should the current scheduled cruise service to Mobile be terminated. City and Contractor may negotiate changes to the contract agreement if cruise service is expanded, or significantly altered to change capacity, frequency, or schedule.

IV. PERFORMANCE SPECIFICATIONS

A. The Contractor shall provide a comfortable, convenient, courteous, and efficient shuttle service to transport all cruise ship debarking passengers on ship debarkation days from the MACT to the offsite parking lot. Contractor shall have sufficient scalable capacity to transport up to 250 passengers and their luggage, to the offsite parking lot within 2.5 hours of disembarkation.
B. The Contractor shall transport passengers and luggage from the offsite lot to the MACT for embarkation. Contractor shall have sufficient capacity to transport up to 100 passengers and luggage to the terminal over a 2-hour period.
C. At a minimum, Contractor is required to provide, on each scheduled cruise day, three vehicles with drivers, each vehicle capable of carrying minimum of 13 passengers plus their luggage.
D. Contractor's vehicles will be required to be on scene and engaged in passenger transport for seven hours, from 7:00 am until 2:00 pm., the "core passenger service period." Possible ship delays may require this service to be extended until the ship departs.
E. Approximate ship debarkation days are indicated in **Exhibit A**, and are expected to remain similar in frequency and time of day throughout the period of the contract.
F. Contractor's vehicles shall have ample luggage capacity with a luggage compartment easily accessed by passengers.

G. Contractor must provide handicap passenger accessibility options. The City intends that the MACT garage will have sufficient spaces to accommodate all persons with handicapped vehicle identifiers, however the Provider must be prepared to accommodate persons with mobility impairments.
H. Provider will be required to provide suitably licensed, trained, uniformed, courteous and capable drivers.
I. Provider must provide a command-and-control plan that provides for flexible and timely response and communication with the MACT staff.

V. PRICING

The City desires to have a fixed daily rate for the minimum core passenger service period requirement of three specified vehicles plus drivers from 7:00 a.m. to 5:00 p.m. (not to exceed six hours within that window). The City will pay a separate hourly rate per additional specified vehicle with driver operating to meet additional capacity.

VI. OTHER PROVISIONS

A. Contract: Provider will be expected to sign a contract with the City of Mobile similar in its terms to the one provided as **Exhibit B** in this RFP.

B. Insurance: Provider shall file certificates of insurance with the City of Mobile naming the City of Mobile as an additional insured. 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.

C. 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.

D. E-Verify: Provider may not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. All Providers will be required to provide verification of Enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/.

E. Transportation Worker Identification Credential (TWIC): The MACT is a secure facility. Provider personnel, including shuttle drivers will not be granted unescorted access unless they have obtained and have a TWIC card in their possession. Normal passenger loading and offloading in the

MACT garage envisioned under this service will not require shuttle drivers to hold TWICs.

F. Licenses: Provider 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. Providers are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.

G. City business license. Provider will be required to hold and maintain a City of Mobile business license.

H. City certificate. Provider will be required to possess a City of Mobile Certificate of Public Convenience and Necessity.

I. Upon notification by the City of intent to award, Provider will have 10 business days to provide the Alabama incorporation certificate or Certificate of Authority, City of Mobile business license, application for Certificate of Public Convenience and Necessity, and the E-Verify numbers to the City before award can be completed.

J. Non-discrimination: Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities

VI. EVALUATION / SCORING OF PROPOSALS

The City will evaluate proposals based on their alignment with the City goals of cost-efficiency, customer-service, and logistical efficiency.

Overall solution pricing	50 pts
Operational plan	30 pts
Experience/Performance history	20 pts
Total	100 pts

VII. PROPOSAL SUBMISSIONS

A. Please use the Proposal Submission Form at the end of this RFP document **(Exhibit D)** 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 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 Cruise Terminal Parking Shuttle Service
RFP # 5830
Due 4:00 pm August 17, 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 Route Map
B. Mobile Alabama Cruise Terminal Tentative Berth Schedule
C. Sample Contract Template
D Proposal Submission Form

EXHIBIT A: Mobile Alabama Cruise Terminal Shuttle Route Map

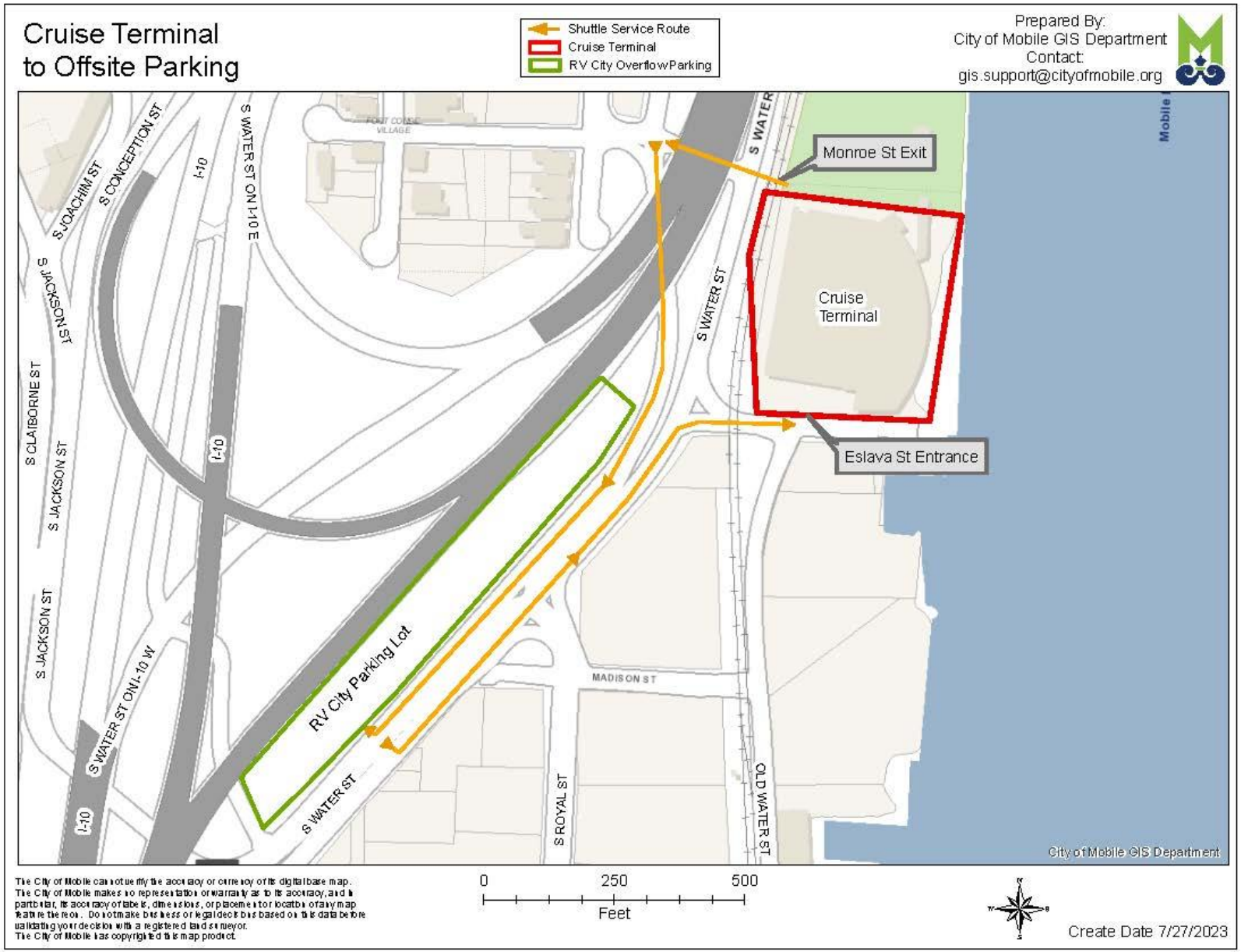


EXHIBIT B: Mobile Alabama Cruise Terminal Tentative Berth Schedule

These are the expected sailings from October 6, 2023 – March 30, 2024.

The Carnival Spirit's Cruise Schedule
2023-2024 Departures from Mobile, Alabama

Date	Day	Length
10/6/2023	Fri	8 days
10/14/2023	Sat	8 days
10/22/2023	Sun	6 days
10/28/2023	Sat	8 days
11/5/2023	Sun	6 days
11/11/2023	Sat	8 days
11/19/2023	Sun	6 days
11/25/2023	Sat	8 days
12/3/2023	Sun	6 days
12/9/2023	Sat	8 days
12/17/2023	Sun	6 days
12/23/2023	Sat	8 days
12/31/2023	Sun	6 days

Date	Day	Length
1/6/2024	Sat	8 days
1/14/2024	Sun	6 days
1/20/2024	Sat	8 days
1/28/2024	Sun	6 days
2/3/2024	Sat	8 days
2/11/2024	Sun	6 days
2/17/2024	Sat	8 days
2/25/2024	Sun	6 days
3/2/2024	Sat	8 days
3/10/2024	Sun	6 days
3/16/2024	Sat	8 days
3/24/2024	Sun	6 days
3/30/2024	Sat	7 days

Cruise Duration	If Ship Leaves On:	It Returns On:
6 Day	Sunday 4:00 pm	Saturday 8:00 am
7 Day	Saturday 4:00 pm	Saturday 8:00 am
8 Day	Friday 4:00 pm	Saturday 8:00 am
8 Day	Saturday 4:00 pm	Sunday 8:00 am

Normal schedule pending unforseen delays.

EXHIBIT C: CONTRACT TEMPLATE

Project: City of Mobile Alabama Cruise Terminal
Parking Shuttle 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 "Provider" or "Operator").

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of the Work. Provider shall provide Parking Shuttle Services between the City of Mobile Alabama Cruise Terminal at 205 South Water Street, Mobile, Alabama, and the Cruise Terminal's offsite parking lot. The service, location, frequency and lump sum cost or unit price of the work are as set out in **Exhibit A**, Operating Terms for Parking Shuttle Service, which is attached to this Agreement 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, Provider shall acquire and maintain, in full force and effect, the following 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 be in the following minimum amounts:

a. General Liability insurance – public liability, including premises, products and complete operations.
   (1) Bodily injury liability:
   $250,000 each person
   $500,000 each occurrence
   (2) Property damage liability - $100,000 each occurrence.
   (3) Or, (in lieu of (1) and (2) above)

Bodily injury and property damage combined –$500,000 per occurrence

b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence
(2) Property damage liability - $100,000 each occurrence.
(3) Or, (in lieu of (1) and (2) above), Bodily injury and property damage combined –$500,000 per occurrence

ARTICLE 3. Breach of Contract: In the event of any material breach by Provider 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 Provider of its obligations under the terms of this Agreement, the City shall state its complaint(s) in writing and present them to Provider at the address provided below. Upon actual receipt, Provider 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: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City 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, Provider 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 Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. Licenses, permits, etc.: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

ARTICLE 8. No Agency Relationship Created: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent Provider 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 Provider. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: 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 Provider no more than twice per month upon Provider submission of invoice for services rendered. Provider invoices are subject to verification by the Director, Mobile Alabama Cruise Terminal, that invoiced services have been received before payment will be made. Provider 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 and sgurganus@shipmobile.com.

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 twelve months from the effective date, with automatic renewal on October 1, 2024, for two additional one-year terms, unless either party notifies the other in writing at least sixty (60) days' prior to the end of the term of the intent not to renew for an additional term. The City or Provider 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 Provider 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:

Procurement Officer
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602

Notices to Provider shall be mailed to:

ARTICLE 14. Compliance with Alabama Immigration Law
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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. Provider 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.

SAMPLE

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 Provider 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 Provider by such duly authorized officers or individuals as may be required by law.

PROVIDER, _____

_____ , Its _____ (title)
On behalf of Provider

_____ 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

SAMPLE

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

ATTEST:

_____
City Clerk

_____ Date

Exhibits: A Operating Terms for Parking Shuttle Service
B Liability Insurance

SAMPLE

CONTRACT DRAFT EXHIBIT A
OPERATING TERMS FOR PARKING SHUTTLE SERVICE

1. General Requirements. Subject to the terms and conditions of this Agreement, Provider shall serve as an independent Provider of the City to provide a shuttle service for passengers and their luggage to and from the Mobile Alabama Cruise Terminal (MACT) and the terminal's overflow parking lot. This service will be provided to passengers departing and arriving on multi-day cruise excursions from the MACT.

a. Provider will provide the shuttle service on cruise ship "sailing days," which is defined as days on which scheduled cruise service ends and/or begins a voyage at the MACT with the embarkation and or debarkation of passengers that have used MACT parking facilities. Provider acknowledges that Provider has been provided a schedule of expected MACT sailing days. The City is required to keep Provider informed of schedule changes and updates.

b. Provider shall operate the shuttle service on cruise sailing days from 7:00AM to 2:00PM (core passenger service period). Possible ship delays may require this service to be extended until the ship departs.

c. Provider must provide and operate, at a minimum, three clean, comfortable, climate-controlled passenger vehicles with licensed and capable driver during the core passenger service period. Each passenger vehicle must have a minimum capacity of thirteen passengers plus luggage,

d. Provider must provide and additionally operate, on 24-hour notice, additional passenger capacity of at least two additional vehicles with licensed and capable driver of minimum capacity of thirteen passengers plus luggage

e. Provider shall provide clean, comfortable, well-maintained, climate-controlled, attractive vehicles and professional, uniformed, safe, courteous, and appropriately licensed drivers for the shuttle service. The vehicles shall have ample luggage capacity with a luggage compartment easily accessed by passengers.

f. Provider must provide a command, control, and communications system between all of its vehicles, a centralized dispatch, and the MACT.

g. On cruise ship sailing days, Provider shall provide timely shuttle service for all cruise ship passengers needing transportation from the MACT to the offsite parking lot after disembarkation from the cruise ship. Provider shall not charge

SAMPLE

passengers for this service. Provider shall provide adequate capacity to shuttle at least 200-250 passengers and their luggage in less than 2.5 hours.

h. On cruise ship sailing days, Provider shall provide timely shuttle service for all cruise ship passengers needing transportation from the offsite parking lot to the MACT for embarkation on the cruise ship. Provider shall not charge passengers for this service. Provider shall provide adequate capacity to shuttle at least 90-100 people to the terminal over 2.5 hours.

2. Compensation. The Provider shall earn $ per sailing day for the core passenger service period. Any irregular operations that occur other than scheduled sailing days or extended hours past 5:00 pm will be compensated at an additional hourly rate of $_____ per hour for a minimum 13 passenger plus luggage vehicle and driver.

3. Expenses. Provider shall not be entitled to reimbursement of any expenses other than the above compensation without pre-approval in writing from the City.

4. Provider Taxes. Provider shall be responsible for all taxes, assessments, fees, liens or charges assessed against it under the provisions of this Agreement.

SAMPLE

EXHIBIT D
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:

<u>Pricing</u> (50 points):

Daily rate for 6 hours x 3 vehicles + drivers: _____

Hourly rate for additional vehicles + drivers _____
(Note: this rate is for the 13+ pax standard vehicle +driver)

IF you wish to offer additional hourly rate options, please indicate here

Option 1: _____ Rate: _____

Option 2: _____ Rate:_____

Plan (40 points):
Please indicate how you intend to accomplish the work required. Please include, at a minimum:

- The types of vehicles you intend to use, with photos
- Licensure, training, experience, and appearance of drivers
- How you will maintain communications with your drivers and the MACT
- How you will be prepared to dispatch additional resources, if required

Your flexibility to accommodate late ship arrivals
Key personnel names and roles
Subcontractors you intend to use (if any)

Past Performance (30 points)
Please indicate your company experience with similar shuttle contracts. Please include a brief description of the size, scope and frequency of the operation, and contact information for your customer/hiring entity.

Additional Information
Please provide copies of relevant certificates or licenses you already possess (may include):
State of Alabama Certificate of Authority to Operate
City of Mobile Business License
City of Mobile Certificate of Public Convenience & Necessity

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: _____

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Submitted by:

Sheila Gurganus, Cruise Terminal

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Securitas Security Services USA, Inc., for unarmed Security force to patrol the facility on cruise turnaround days to implement the Terminal's federally-required Security plan. One-year contract, renewable for two addl one-year periods, is to provide that security force. Cruise Term Exp.

Amount of Contract:

NTE $75,000 per year

Funding Source

Project # **Discretionary Funds**

Project String 60206020-42210 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2023 Cruise Terminal Security Guards Agenda Package	Cover Memo	9/5/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	9/6/2023 - 8:14 AM
Legal	Kern, Chris	Approved	9/6/2023 - 4:22 PM
			9/6/2023 - 4:23

Legal	Kern, Chris	Approved	9/7/2023 - 2:50 PM
Mayors Office	Montgomery, Brandi	Approved	9/7/2023 - 2:50 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: 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 Securitas Security Services USA, Inc, in the amount not to exceed $75,000 per year, for one year, and renewable without additional action by Council, for two additional years , for the provision of unarmed guard security services at the City of Mobile Alabama Cruise Terminal 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

DocuSign Envelope ID: 9385B67D-5EFF-4DEC-AD15-FF60346F0DE6

City of Mobile
Cruise Terminal Security Services

AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this ____day of _____, 2023 (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and Securitas Security Services USA, Inc. (hereinafter "Contractor" or "Provider"), a for-profit corporation organized under the laws of the State of Delaware.

WHEREAS, the City desires to provide security services for the Mobile, Alabama Cruise Terminal, and

WHEREAS, the City has determined that Contractor is uniquely and best qualified provide these services and Contractor has agreed to provide such.

WITNESSETH, that this Contractor and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. **Scope of the Work; Term.** The description, location, frequency and lump sum cost or unit price of the Services are as set out in **Exhibit A**, Scope of Work, which is attached to this Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue for one year, renewable for two additional one-year periods.

ARTICLE 2. **Insurance**: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following minimum insurance, naming the City as an additional insured, with a company licensed and qualified to do business in the State of Alabama, and certified by an agent licensed and qualified in the State of Alabama:

1. General Liability Insurance – public liability including premises, products and complete operations:
    a. Bodily injury liability: $500,000 each person, $1,000,000 each occurrence
    b. Property damage liability - $200,000 each occurrence
    c. Or, (in lieu of a. and b. above), Bodily injury and property damage combined – $1,000,000 occurrence

2. Comprehensive – Automobile Liability Insurance, including owned, non-owned, and hired vehicles.
    a. Bodily injury liability: $500,000 each person, $1,000,000 each occurrence.
    b. Property damage liability - $200,000 each occurrence
    c. Or, (in lieu of (1) and (2) above). Bodily injury and property damage combined – $1,000,000 occurrence.

DocuSign Envelope ID: 9385B67D-5EFF-4DEC-AD15-FF60346F0DE6

3. Professional Liability Insurance: $500,000 per occurrence; $1,000,000 aggregate

4. Statutory Workers Compensation insurance.

Evidence of such insurance shall be included as **Exhibit B** to this contract. Additional insureds will only be covered by Contractor's insurance for liability assumed by Contractor in this Agreement, subject to the terms of Contractor's insurance.

ARTICLE 5. Breach of Contract: In the event of any breach or apparent breach by Vendor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within ten business (10) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. In the event of any breach by the City of any of its obligations under the terms of this Agreement, if the City fails to cure such breach within ten (10) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

ARTICLE 6. Indemnification: Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (collectively, the "City Indemnitees"), whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and reasonable attorneys' fees) (collectively, "Claims") to the extent such Claims are caused by Contractor's gross negligence or willful misconduct in 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, except to the extent that such Claims arise out of the City Indemnitees' negligence or willful misconduct. 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. Contractor's liability will in no event exceed $1 million. Further, Contractor will not be liable for any (a) punitive or consequential damages, (b) damages arising from events beyond Contractor's reasonable control, or (c) injuries or deaths arising from any conditions of the premises where the services are performed. Notwithstanding anything to the contrary, in connection with the US Safety Act, each party waives all claims against the other for damages arising from or related to an act of terrorism, and the parties intend for this waiver to flow down to their respective contractors and subcontractors

ARTICLE 7. Entire Agreement: This Agreement, including the Exhibits hereto, 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 8. 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. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

ARTICLE 9. 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. At a minimum, Contractor will maintain a City of Mobile Business License and a certificate of qualification to transact business in Alabama, in addition to requirements of **Exhibit A.**

ARTICLE 10. 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 11. 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 12. Termination of Contract: Either party may terminate the Agreement if the other party defaults in the material performance of any of its obligations under this Agreement in accordance with Article 5. The City may elect for any reason to terminate the agreement with 60 calendar day notification to the Contractor. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of this Agreement. Contractor may terminate the Agreement, in whole or in part, and without cause or penalty upon sixty days' written notice.

ARTICLE 13. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 14. Notices. Notice for the City shall be mailed to:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

DocuSign Envelope ID: 9385B67D-5EFF-4DEC-AD15-FF60346F0DE6

Notices to Contractor shall be mailed to:
Securitas Services USA, Inc.
917 Western America Circle, Suite 311
Mobile, AL 36609

ARTICLE 15. Compliance with Alabama Immigration Law
By signing this Agreement, the contracting parties affirm, for the duration of this 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 this Agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 16. 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 17. 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, Securitas Security Services USA, Inc.

Toleman Mills , Its Area Vice President (title)
On behalf of Contractor

9/5/2023 Date

ACKNOWLEDGEMENT

The State of Alabama }

Mobile County}

I, David Lawley, a Notary Public, in and for said County in said State, hereby certify that

Toleman Mills (signer name) as Area Vice President (title) of Securitas Services, USA, 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 5th day of September, 2023

, Notary Public
(Seal)

FOR THE CITY

Its Mayor

Date

ATTEST:

City Clerk

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_____ Date

EXHIBIT A: Scope of Work
EXHIBIT B: Insurance

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EXHIBIT A Scope of Work

I. MISSION

A. The Mobile Alabama Cruise Terminal (MACT), owned and operated by the City of Mobile, requires the services of unarmed, uniformed security guards for the security and protection of the MACT and passengers on days when MACT is "active". The active days at MACT that will require contract security services will include:
   a. Scheduled cruise "turnaround" days when passengers are offloaded after cruise termination and onloaded for the beginning of the next cruise,
   b. Scheduled vessel port call days, when cruise vessels visit Mobile for single day passenger excursions, and
   c. Emergency ship dockings for cruise vessels that may be diverted from other ports or make short-notice visits to MACT.

B. Provider will protect the MACT and adjacent City property, and its occupants, from crime, fires, thefts, and damage or destruction by sabotage, riots, or other intentional acts of violence, and promote the safe and efficient use of the MACT by the City. Provider will work closely with MACT staff, Cruise line staff, Mobile Police and Fire, and federal agencies operating in the MACT.

C. Provider's on-site workforce will be required to perform the following security functions, including but not limited to:
   a. greet passengers,
   b. review cruise documentation,
   c. understand the security requirements for the cruise facility,
   d. direct traffic,
   e. screen large transfer trucks and automobiles,
   f. staff security posts
   g. participate in required training and drills.
   h. patrol building interiors and exteriors and adjacent property,
   i. check employee identification badges
   j. maintain visitor logs
   k. perform other security services deemed necessary by the MACT to maintain safety and security at each facility.

D. To perform these tasks, Provider's employees must be able to stand for extended periods of time, bend, climb, lift 25 pounds, and read, write, and speak English. They must be able to work outdoors during periods of inclement weather. Guards must be able to properly and clearly communicate on and operate a portable, hand held radio.

E. Providers employees will serve as visible representatives of MACT and the City of Mobile and must positively and professionally interact with the general public, sworn law enforcement personnel, and other cruise terminal staff and

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contract employees. They must present a professional appearance and demeanor in uniform.

II. SPECIFICATIONS

A. Provider will accomplish this Mission with a professional security force on site at the MACT on specified days and for specified time periods when the MACT is "active" for passenger cruise vessel activity. The listing of scheduled and expected MACT "active" days for the coming year is provided below:

THE CARNIVAL SPIRIT'S CRUISE SCHEDULE

2023-2024 DEPARTURES FROM PORT CANAVERAL, FL

DATE	DAY	LENGTH
10/6/2023	Fri	8 days
10/14/2023	Sat	8 days
10/22/2023	Sun	6 days
10/28/2023	Sat	8 days
11/5/2023	Sun	6 days
11/11/2023	Sat	8 days
11/19/2023	Sun	6 days
11/25/2023	Sat	8 days
12/3/2023	Sun	6 days
12/9/2023	Sat	8 days
12/17/2023	Sun	6 days
12/23/2023	Sat	8 days
12/31/2023	Sun	6 days

DATE	DAY	LENGTH
1/6/2024	Sat	8 days
1/14/2024	Sun	6 days
1/20/2024	Sat	8 days
1/28/2024	Sun	6 days
2/3/2024	Sat	8 days
2/11/2024	Sun	6 days
2/17/2024	Sat	8 days
2/25/2024	Sun	6 days
3/2/2024	Sat	8 days
3/10/2024	Sun	6 days
3/16/2024	Sat	8 days
3/24/2024	Sun	6 days
3/30/2024	Sat	7 days

CRUISE DURATION	IF SHIP LEAVES ON:	IT RETURNS ON:
6 Day	Sunday 4:00 pm	Saturday 8:00 am
7 Day	Saturday 4:00 pm	Saturday 8:00 am
8 Day	Friday 4:00 pm	Saturday 8:00 am
8 Day	Saturday 4:00 pm	Sunday 8:00 am

Normal schedule pending unforseen delays.

B. On days when MACT is active with a Carnival cruise vessel passenger turnaround (ending one cruise in the morning and beginning a new one in the afternoon, with the resultant passenger turnover), the Provider will provide 13 uniformed security guards ("guards") for the core hours of the evolution. Core

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hours requiring the presence of guards for turnaround days are 0600-1600 hours. The Provider must be able to flex hours on short notice on specific turnaround days to accommodate last minute changes to ship schedules.

C. MACT also expects to be active on other days for scheduled cruise vessel passenger excursion port calls, or emergency cruise vessel dockings. The Provider shall provide some lesser number of guards on these other active MACT days. The City will coordinate with the Provide on the right size security force for those other active days. It is estimated these other days will number less than 10 in a calendar year, and that the average workforce expected for such days will be one supervisor and five guards for the core hours of 0600-1600.

D. The Provider shall, in addition to the guards, and whenever guards are present, provide one uniformed security supervisor ("supervisor") on active MACT days. The role of the supervisor will be to oversee and direct the work of the guards and interact with and take direction from the Cruise Terminal Director ("Director") or Facility Security Officer ("FSO") or their designated representatives.

E. The Provider shall also provide one supervisor on non-active days to MACT when required for meetings or training, upon 24-hour notice by the Director or FSO.

F. <u>There is no minimum guarantee as to the number of hours the City will employ guard and supervisor services. Cruise line schedule changes or emergency conditions may merit significant changes in actual service requirements. These numbers are estimates only; Provider may only bill and the City will only pay for guard services actually used.</u>

G. Provider shall have its supervisor and guards attend up to 12 hours of startup training prior to assuming contract services. Training will be provided by the FSO and a location to be determined. Guards and supervisors will be expected to attend annual refresher training regarding MACT operations, and may be expected to attend other training as directed by the Director or FSO. City will pay Provider for these training attendance hours for supervisors and guards.

H. The Provider shall maintain a roster of at least 15 persons from which to fill the 13 guard positions. All persons on the roster will be pre-approved by the City.

I. The Provider shall coordinate the time, key access and other conditions for security with the MACT Facility Security Officer (FSO).

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J. Provider shall additionally, independent of the supervisor, monitor the performance of the guards and shall, at unannounced intervals, call on the MACT to determine the manner in which guards and supervisor are discharging their duties. Reports of these inspections shall be provided to the MACT Facility Security Officer (FSO), along with monthly time sheets.

K. Provider shall have a local contact person with a local phone number. The phone is to be manned twenty-four hours a day. The phone is to be manned by a person with the company or an answering service, but not an answering machine. Provider shall respond to phone calls within thirty minutes of receipt by the answering service.

III. EQUIPMENT AND UNIFORMS

A. Provider is to provide uniforms for all supervisors and guards. Uniforms shall be distinctly different than those worn by City of Mobile Police. Uniforms must have the identifying company name and include non-slip, closed toe black shoes and standard outerwear applicable to the environmental conditions. The selection of the uniform must be agreeable to the MACT Terminal Director. Uniform appearance must be standard, professional in appearance, with all clothes in good repair, cleaned and pressed, and shoes clean and polished.

B. Provider will equip its guards with all necessary personal security and safety equipment. This will include sunglasses, safety traffic vests, bottled water, and guard houses. Guards will not carry law enforcement or personal self-defense equipment unless specifically authorized by the Director or FSO.

C. Guards will not carry law enforcement or self-defense equipment unless specifically authorized by the Director or FSO.

D. City will provide all equipment necessary for screening, first aid, and protective equipment for specific missions, including disposable rubber gloves. City will provide communications devices, parking, restroom, and breakroom facilities. Any equipment/software provided by Contractor (or information collected therewith) in connection with Contractor's services is for Contractor's use and will always be Contractor property. Contractor is not selling or leasing any of the equipment/software to Client, and Contractor will remove its equipment/software upon termination of this Agreement.

IV. COMPENSATION

A. The City will compensate the Provider on a monthly basis for the number of documented and approved hours worked by the guards and supervisors at the agreed-upon hourly billing rates for the previous month. The Provider's invoice will be required to itemize wage rates it pays to guards and supervisors.

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B. Provider will maintain weekly time sheets for all hours worked by supervisors and guards. Time sheets shall track time to the tenth of an hour, and shall include agreed upon break periods. Transit time will not be included.

C. There will be no differentiation in hourly cost to the City for holidays or for overtime.

D. The City may agree to adjust compensation rates during the contract period should Provider demonstrate good cause for wage adjustments.

E. City agrees to compensate Provider at the following **hourly** rates for guard services rendered:

   a. Supervisors: **$30.08**
   b. Guards: **$26.29**

V. MINIMUM QUALIFICATIONS

A. The Provider shall maintain licensure by the Alabama Security Regulatory Board ("ASRB") to provide the service described herein.

B. Provider's supervisors, guards, and other staff working at the MACT will be required to have a TWIC (Transportation Worker Identification Credential) before being allowed access to work in the terminal in accordance with the MACT Facility Security Plan. All Provider staff members must have their TWIC card on their person at all times when performing duties at the MACT. There will be no exceptions to this requirement. Vendors shall take into account the up to 30-day application time in acquiring the TWIC credentials for their staffs and plan accordingly so as to have staff ready to assume their duties no later than the commencement of contract performance.

C. Provider's service covered by this agreement shall be performed by qualified, careful and efficient employees in strict conformity with Alabama Code Title 34, Chapter 27C, relating to the ASRB, and regulations prescribed by the ASRB. Any violations or non-compliance of Section 34-27C may be grounds for immediate dismissal of a particular guard or guards or termination of contract. All supervisors and guards must be currently proficient as required by ASRB standards.

D. Guards shall be at least 21 years of age, shall have a high school diploma or G.E.D., and be capable of maintaining order in stressful, confrontational or dangerous situations and of removing from the area, disruptive, unruly persons. No guard shall be employed by Provider until his or her character, reputation as to honesty, sobriety, and reliability have been verified be Provider. All guards shall have successfully passed a criminal background

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check before placement at the MACT (i.e., no felony or misdemeanor convictions).

E. Supervisors must have the same qualifications as guards, and in addition will have at least five years' experience in commercial security or law enforcement leadership.

F. No supervisor or guard shall be employed at the MACT who is objectionable to the City, for any reason whatsoever. Applications and other records of Provider related to this paragraph shall be open to inspection, copying, and reproduction by the City. Supervisors and guards shall be promptly replaced, at the City's request, upon notice to Provider.

VI. Provider Qualification and Performance Assurance (from RFQ)

See pages Provider's RFQ submission dated June 28, 2023 copied below

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Securitas

Mobile Alabama Cruise Terminal
Attn: City of Mobile Procurement Department
205 Government Street
4th Floor South Tower
Mobile, AL 36644

06/28/2023

To Whom It May Concern,

Thank you for considering Securitas as a security services provider for the Mobile Alabama Cruise Terminal. Please find the enclosed completed "Exhibit A" and attachments as requested in the RFQ, number 5815.

We remain committed to delivering quality service and being a leader in the security industry. Thank you for your time and consideration, and please feel free to reach out to me should you have any questions.

Sincerely,

David Lawley
District Manager, (251) 605-9332
Securitas Security Services, USA

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EXHIBIT A

QUALIFICATIONS SUBMISSION

Business Name (as on W-9): Securitas Security Services USA

Qualification narrative (please limit total submission to 20 pages or less):

1. Resumes and Qualfications of Company President/CEO, and key personnel who would be involved in this contract.
2. Your intended approach and plan to perform the work described. Please also indicate how you will recruit, compensate, and retain employees.
3. Description of your training protocol and training approach to this work.
4. Please indicate whether you would intend to subcontract any of the work and identify the intended subcontractors.
5. Photograph of the uniform you would intend to use for this operation
6. Any other information you believe will assist the City to determine your qualifications and preparedness to perform the contract requirements.
7. Please attach your current Alabama Security Regulatory Board Certificate (s)
8. Please provide you IRS Form W9
9. Please provide your Experience History in the last 3 years (see following template)

RATES

The City expects to compensate Provider based on comprehensive hourly rates invoiced for security services rendered. Please provide below the hourly rates for which you intend to provide the security service. This is not a "low-bid" solicitation. The City expects the quality of guard services to be reflected in the hourly rates Provider pays guards and supervisors and acc.

Supervisor – hourly rate	$30.08	per hour x 0.2 =	$6.02	
Guard – hourly rate	$26.29	per hour x 0.8 =	$21.03	
Total weighted offer rate:			$27.05	/hour

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Mobile Alabama Cruise Terminal
Security Service
RFQ # 5815
Due: June 29, 2023

QUALIFICATIONS SUBMISSION

Business Name (as on W-9): Securitas Security Services USA

Qualification narrative (please limit total submission to 20 pages or less):

1. Resumes and Qualifications of Company President/CEO, and key personnel who would be involved in this contract.
    - See attached resumes for Dave McAllister-Region President, Toleman Mills-Area Vice President, and David Lawley – District Manager

2. Your intended approach and plan to perform the work described. Please also indicate how you will recruit, compensate, and retain employees.
    - Securitas has provided and continues to provide security services for Carnival Cruise lines at the Mobile Cruise Terminal since 2019 and as such has direct, and successful experience as related to the Cruise Terminal regulations and requirements.
    - Upon being awarded the Mobile Cruise Terminal contract Securitas will continue to recruit, hire and train Security Officers who will meet the same level of professionalism, hospitality, and security proficiency as those who have been successful working under the carnival cruise line operation.
    - Securitas Electronic Time Keeping (ETK) ensures consistent and accurate compensation for our team.
    - Retention is accomplished through use of ETK, in-depth training, and numerous perks and benefits offered to all Securitas employees.

3. Description of your training protocol and training approach to this work.
    - 8 hours of basic security officer training during orientation,
    - Creation of site-specific post orders which detail duties and requirements of each post. All officers are trained according to those post orders,
    - Site specific training will be conducted prior to working on post and as needed to ensure proficiency,
    - All officers will receive required MTSA training prior to working on site.

4. Please indicate whether you would intend to subcontract any of the work and identify the intended subcontractors.
    - No intended subcontractor work.

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5. Photograph of the uniform you would intend to use for this operation
    - See attached
6. Any other information you believe will assist the City to determine your qualifications and preparedness to perform the contract requirements.
    - See attached "Securitas Executive Summary"
7. Please attach your current Alabama Security Regulatory Board Certificate (s)
    - See attached
8. Please provide you IRS Form W9
    - See attached
9. Please provide your Experience History in the last 3 years (see following template)
    - See attached

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David F. McAllister

C: (404) 673-9392
david.mcallister@securitasinc.com

Business Executive

Innovative, customer centric leader with a commitment to driving growth in a complex and changing Security environment. Unique career combines 20+ years leading public safety organizations at the highest levels with seven years of leadership roles in the South Region of Securitas. My work history is marked by using data driven solutions to find efficiencies in any operation.

Skills

P & L Management	Human Resource Management
Employment Law / Compliance	Budgeting
Team Building	Data Analysis
Client Engagement	Leadership
Training	Problem Solving

Professional Experience

SECURITAS SECURITY SERVICES, INC **08/2012 – Present**

Regional President – South Region (2019 – Present)

In this role I have overall management of 11 States and the Island of Puerto Rico comprising approximately $650 million dollars in business. Strategic Direction, P&L management, corporate governance is all within my scope of responsibility.

Regional Vice President of Human Resources (2013 – 2019)

In this role I lead all aspects of the people management side of the business to include recruiting, selection, onboarding, training, retention, employment law and compliance. My role in the South is unique in that I also act primarily as the Vice President of Operations; directing Area Vice Presidents and Branch Managers on all aspects of their P&L, client relations and retention, and growth strategies. In the event of an AVP vacancy, I manage and lead the area until a successor is named. During my tenure I have managed Central Texas, Tennessee, Oklahoma, North Carolina, and Mississippi for various lengths of time. In addition, I have significant experience managing large special events and disaster responses.

Branch Manager (2012 – 2013)

In this role I managed a diverse portfolio of clients in the Atlanta area including hotels, residential properties, industrial sites, and large special events. During my tenure I not only grew my portfolio through sales but was able to convert clients into using tools to enhance their security programs. My quickly gained level of expertise allowed me to train two new branch managers during my tenure.

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TOWN OF BLUFFTON POLICE DEPARTMENT, South Carolina **02/2006 – 08/2012**

Chief of Police

I was hired after the former Chief was forced out due to rampant corruption within the department. With the town and county growing at the fastest rate in the state, I was tasked with creating a model police department to serve the residents. This included the creation of all new policies, procedures, hiring, and conduct standards for the department. In addition, I trained a police force to handle not only crime but community service as well. During my tenure the department grew by nearly 200% and achieved national accreditation. I also secured funding, planned, and constructed a state-of-the-art police facility.

NEW CASTLE COUNTY POLICE DEPARTMENT, Delaware **01/1992 – 01/2006**

Chief of Police (07/2003 – 01/2006)
Police Lieutenant (01/2002 – 07/2003)
Police Sergeant (04/1998 – 01/2002)
Patrol Officer (01/1992 – 04/1998)

I began as a police officer in this large county police agency and rose through the ranks to be named Chief of Police in 2003. During my time in the department I served in nearly every specialized unit, developing efficiencies and processes in each. As chief, I commanded not only the sworn police officers, but the call center, fire service and paramedics. My experience with the department included presiding over the largest technology enhancement program in the history of the department, creation of a cutting-edge repeat call analysis program to better deploy forces across the jurisdiction, and the funding, planning and construction of a $50 million-dollar public safety facility.

Education

University of Louisville, Louisville, KY
Master of Science in Justice Administration

Wilmington University, New Castle, DE
Master of Science in Human Resource Management

University of Delaware, Newark, DE
Bachelor of Arts in History

Professional Affiliations

Society for Human Resource Management (SHRM), Alexandria, VA
International Public Management Association for Human Resources (IPHM-HR), Alexandria, VA
American Society of Industrial Security (ASIS), Alexandria, VA
Police Executive Research Forum (PERF), Washington, DC
Law Enforcement Executive Development Association (FBI-LEEDA), Malvern, PA
International Association of Chiefs of Police (IACP), Alexandria, VA
Southern Police Institute Alumni Association (SPIAA), University of Louisville, KY
Commission on Accreditation for Law Enforcement Agencies
Chairman of the Board, Police Athletic League of Delaware, 2003 - 2006

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TOLEMAN MILLS, MBA

601.331.5401 | tolemanmills1@gmail.com | www.linkedin.com/in/toleman-mills

SENIOR MANAGER & CUSTOMER SUCCESS SPECIALIST

Building success for enterprises and multimillion-dollar revenue growth through unparalleled customer service.
Developing and deploying internal procedures and efficient workflows to accelerate customer support.

■ ■ ■

Solutions-focused and transformative leader leveraging sales and operations experience as well maintaining a competitive edge in key business management and sales growth roles. Demonstrate and boost the value of a company's service/product line while taking ownership of client issues with a passion to enhance the customer experience. Enhance customer service quality outcomes by researching, analyzing, and overhauling procedures, tracking outcomes, and disseminating service metrics. Collaborate cross-functionally to drive improved service standards and resolution of challenges. Well-versed in acting as a liaison between the customer and other departments while scaling and managing daily operations of rapid-growth enterprises. Expertise in understanding market dynamics, industry trends, customer challenges, and competitive positioning with a big-picture vision and consensus-driven leadership style that empowers staff to brainstorm solutions. United States veteran and skilled communicator with a commitment to superior standards of excellence.

Core Competencies

- Emotional Intelligence
- Cross-Functional Leadership
- Sales & Marketing
- Consultative Approach
- Strategic Vision & Planning
- Leadership & Teambuilding
- Relationship Management
- Solution Orientation
- Employee & Client Satisfaction
- Extreme Ownership
- Service Metric Tracking
- Customer Satisfaction

Professional Experience

SECURITAS

Area Vice President • 2022 - Present

Direct responsibility for an area comprised of ~900 employees in sales, operations, and HR in 4 states, generating $32M+ in annual sales. Take charge of customer success, satisfaction, and retention by facilitating business reviews with clients, service performance evaluations, and client success planning. Assess operational and financial reports as well as KPIs to identify opportunities for continuous improvement of area performance. Ensure operations' optimal profitability by taking full P&L responsibility for the area.

MATHESON/TAIYO NIPPON SANSO

Regional General Manager • 2019- 2022



Developed, led, and implemented strategic sales initiatives within a multi-state region. Aggressively drove sales to surpass target goals while overseeing contracts. Constructed and directed a performance-driven, engaged team navigating fast-paced environments to increase revenue while simultaneously reducing operating expenses.

- *Managed a ~$67M+ P&L, coached and developed effective teams consisting of 115 employees. Steered teams to exceed goals for revenue, margin, and market share through 11 retail & distribution locations.*
- *Recruited, mentored, and led a performance-driven team of sales and operational leaders, developing creativity and innovation to maximize results.*
  - *Managed an inspired sales team that has signed over $12.9M in new business, exceeding sales driven KPI's in FY22.*

- *Provided guidance to an operations team that initiated Lean, 5S, and Six Sigma disciplines to identify over $675,000 of savings.*

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- *Drove KPI achievement = top line revenue up 11.2% YOY FY22, GM of 67% or 5% improvement YOY FY22, operating income up 12% YOY FY22 (37.1% of sales), EBITDA up 12% YOY FY22 (41.4% of sales), OPEX at 29% of sales on goal of 30% FY22.*
- *Developed and cultivated a region within the east zone strategically using key performance indicators (KPI), data, and analysis to develop targeted action plans. Monitored and adjusted initiatives and KPIs to capitalize performance.*

Airgas/Air Liquide

District Manager • **2015 – 2019**

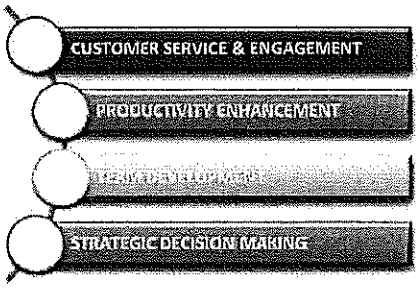
Directed, managed, and administered the P&L for 10 retail locations, encompassing 9,000+ customer accounts that produce $32M annually. Strategically developed sales and business plans to aggressively grow territory.

- *Methodically identified underperformance districts, then used strategic analysis of data, KPIs, and financial reports to develop and implement action plans to exceed sales quotas.*
  - *In 2019, led sales team to successfully rank in 1st place across the company, improving top line sales by 11%, exceeding GM budget by 9%, and improving operational expenses by 3%.*
  - *Innovatively utilized metrics and KPIs from the sales dashboard to compare team performance to other districts, identifying growth areas, and then employed strategies for improvement.*
- *Recruited, interviewed, and selected talent to build an achievement-oriented sales team. Mentored and developed team creativity and excellence to maximize succession planning, district growth, and performance.*
  - *In 2 months, successfully aligned other companies into territory, updating SAP data processing to facilitate the transition.*
  - *Awarded "Branch of the Year" for excellence in guiding and developing a team through a critical transition.*

Area Branch Manager • **2013 – 2015**

Effectively led all business and customer service initiatives and operations across 3 branch locations, adhering to internal and external regulatory compliance policies and procedures while developing an engaged and productive team.

- *Used a solutions-oriented mindset with current and prospective clients to creatively and strategically problem solve, increase customer loyalty, and provide excellent customer service.*
- *Successfully opened a third location by acquiring a $2M manufacturing account and oversaw all acquisition logistics to meet internal deadlines and drive growth.*
  - *Awarded "Branch of the Year" within the first year of opening.*



Branch Manager • **2010 – 2013**

Spearheaded and guided all business and sales operations of 2 branch locations, effectively cultivating relationships with community stakeholders and other branch managers to drive growth. Developed, trained, and coached all incoming branch associates.

- *Increased profits and efficiencies at a failing location by overseeing associate re-staffing and training and conducting a complete overhaul of warehouse operations. Improved inventory accuracy by 95% and reduced inventory shrink by 9%.*
- *Negotiated advantageous pricing and discounts to strengthen client pipeline and uphold sales objectives.*

Leadership Development & Training

Sandler Sales Training – Bronze Level | **Airgas/Airliquide Leadership Program** – DDI Trained | **360 Feedback Training/Passport to Leadership Training** – Airgas/Airliquide | **CS2 Training** – Airgas

Educational Background

MASTER OF BUSINESS ADMINISTRATION (MBA) • Indiana Wesleyan University, Marion, IN

BACHELOR OF SCIENCE, MARKETING • Northern Kentucky University, Highland Heights, KY

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David W. Lawley

2534 Hedgerow Dr.
Mobile, AL 36695
(225) 828-8551
david.lawley@outlook.com

Summary

Resourceful Manager offering history of success coordinating and monitoring operations across various departments and locations. Effective leader and problem solver dedicated to streamlining operations to decrease costs and promote organizational efficiency. Highly committed with a hard-working mentality to maintain quality of services and products.

August 2022 - Present

Securitas, Mobile, AL - *District Manager*

- Analyze operational and financial indicators to continuously improve portfolio performance.
- Accountable for full profit and loss management, ensuring profitable operations.
- Meet regularly with client partners to grow and maintain strong business relationships to improve client retention.
- Assist and support the Business Development Manager in contract negotiations, new start-ups, planning, and assessments.
- Create Post Orders and update as needed/required.
- Manage employee payroll and client invoicing, ensuring employees are paid and clients are invoiced properly and in a timely manner.
- Recruit, select, orient, train, and develop staff.
- Provide input and participate in Region and Area initiatives.
- Propose technology enhancements to clients by demonstrating capabilities and benefits.

June 2020 - December 2021

Surge Adventure Park, Metairie, LA - *District Manager*

- Monitored customer buying trends, market conditions and competitor actions to adjust strategies and achieve sales goals.
- Worked diligently to resolve unique and recurring complaints, promoting loyalty and enhancing operations.
- Built positive and productive relationships with store and field leadership.
- Boosted bottom line profits by devising and optimizing effective sales and merchandising programs.

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- Hired and led General Managers and supervisors for a family entertainment organization.
- Spearheaded routine operations and special program initiatives for regional groups.
- Coordinated with other district managers to actualize strategies for improving performance and growing circulation volumes and sales.
- Improved operational standards, personnel moves, and merchandising strategies.
- Held weekly meetings with General Managers to identify techniques to overcome sales obstacles and improve bottom line performance.
- Supervised 10 locations to enforce high quality standards of operation.

March 2019 - June 2020

Sheraton Hotel, New Orleans, LA - *Loss Prevention Manager*

- Attentively monitored hotel and surrounding areas for signs of attempted theft by customers or personnel, intervening when necessary.
- Upheld strict security and safety procedures to protect business from financial losses due to theft or careless mismanagement.
- Generated comprehensive reports documenting evidence of attempted theft and recovered merchandise.
- Trained loss prevention staff, hotel managers and hotel employees on loss control and prevention measures.
- Monitored report procedures to prevent error related losses.
- Supervised surveillance, detection and criminal processing related to theft and criminal cases.
- Performed thorough cash audits and deposit investigations.
- Headed safety and loss prevention programs by guiding staff.
- Developed and launched on site client training seminars to foster understanding and implementation of loss control strategies.
- Supported audits, shortage control initiatives, and disposition by preparing and reviewing associated paperwork.
- Calmly and efficiently addressed emergency situations such as safety hazards and threats to life or property, deescalating when possible and directing guests to safety.
- Delivered training to all new executives and asset protection personnel, both one on one and in group settings.

October 2016 - January 2019

Admiral Security, New Orleans, LA - *General Manager*

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- Managed budget implementations, employee reviews, training, schedules and contract negotiations.
- Organized budgets, oversaw P&Ls and achieved margin targets consistently to stay on track with growth plans.
- Delivered business strategy and developed systems and procedures to improve operational quality and team efficiency.
- Drove year over year business growth while leading operations, strategic vision and long range planning.
- Established and administered annual budget with controls to prevent overages, minimize burn rate and support sustainability objectives.
- Maximized efficiency by coaching and mentoring personnel on management principles, industry practices, company procedures and technology systems.
- Enhanced operational efficiency and productivity by managing budgets, accounts and costs.
- Implemented operational strategies and effectively built customer and employee loyalty.
- Reduced costs, managed delivery schedules and performed risk analysis to improve overall profitability.

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Executive Summary

Introduction

- Securitas is the industry leader in Protective Services.
- **Local Focus** - Securitas has nearly 550 local district managers throughout North America. Each district manager offers the commitment of a small business owner, with P&L responsibility for his/her local business operation. Every client is equally important.
- **Global Presence** - Securitas is the world's largest provider of security officers and related services. We are established in 48 countries including the U.S., Canada, Mexico, Europe, South America and Asia.
- **World Class** - It is Securitas USA's ongoing goal to set the industry standard and continually raise the bar. To this end, we have implemented a comprehensive Total Quality Management approach to doing business.
- Securitas has approximately 123,000 North America employees and 370,000 employees worldwide.
- Securitas has three business segments: Security Services North America, Security Services Europe and Security Services Ibero-America.
- Department of Homeland Security Designation - SAFETY Act

Company History

- Global revenues in 2020 were $13.1 Billion.
- North America revenues in 2020 were $5.8 Billion.
- Securitas acquired Pinkerton in 1999.
- Securitas acquired Burns International and smaller companies in 2000.
- In July 2003, all U.S. operations united under the single name of Securitas Security Services USA, Inc.
- In 2015, Securitas AB acquired the electronic assets of Diebold, becoming a leading provider of electronic security solutions and services to business customers.

Capabilities Overview

Securitas Security Services USA, Inc. provides Securitas Protective Services including On-site, Mobile and Remote Guarding; Electronic Security; Fire & Safety; and Corporate Risk Management through our parent company, Securitas AB.

People

Selection and Hiring

- Securitas utilizes a wide range of recruiting sources. Aside from the Talent Network, our recruiting resources include our recruiting web page, www.securitasjobs.com; local news media; college campus placement centers; state employment agencies; veterans' groups; senior organizations; local social service agencies; private industry councils, vocational centers; military organizations; law enforcement agencies; job fairs; specifically targeted groups; employee referrals (which provide referral bonuses); and many other qualified employment sources listed in our best practices. In low unemployment areas, we may offer sign-on bonuses (based on length of employment).

Minimum Hiring Standards:

- At least age 18.
- A reliable means of communication.
- A reliable means of transportation.

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- The legal right to work in the United States.
- The ability to effectively speak, read, and write English.
- A high school diploma or GED.
- Willingness to participate in the company's pre-employment screening process, including a background investigation and drug screen.

Eight Step Hiring Process:

1. Comprehensive job application
2. Initial interview
3. Background verification
4. Drug Screening
5. Assignment/scheduling meeting
6. Site interview with client
7. Security officer introduction/examination
8. E-Verify™ Work Confirmation

Benefits/Incentive Plans

- Affordable Care Act compliant plans
- Dental plans
- Vision care
- 401(k) savings plan
- Life and accident insurance
- Voluntary supplemental life insurance
- Employee assistance program
- Local services and discount programs
- Holiday pay
- Paid vacations
- Free uniforms
- Weekly direct deposit
- Sons and Daughters Scholarship Program
- Awards and recognition programs

Procedures

Account Management

- Site Supervision: Site Manager, Shift Supervisors, Field Supervisors, Flex Force
- District Supervision: Area Vice President, District Manager, Human Resource Manager, Recruiter, Training Manager, Scheduling Manager, Accounts Payable/Receivable
- Regional Support Teams: Region President, Vice President of Sales, Vice President of Human Resources and Training, Regional Controller

Post Orders Document System (PODS)

- PODS is a proprietary software program that ensures all the client's requirements are being met in the post orders. This template ensures consistency and provides our officers with the detailed information needed to perform their jobs to your expectations.

Transition Plan

- Detailed transition schedule with timelines and action plans
- Transitions are typically completed within thirty (30) days of an agreement
- Implementation Plan within the first 60 days of account start up (calls for enhanced management presence on site)

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Training

- Level 1 Training: Introduction to Security
- Level 2 Training: Career Development, Site Specific Training and Advanced Certification Training (ACT)
- Level 3 Training: Specialized Training
- E-Learning and the Securitas On-line Academy
- Ongoing professional development
- Annual refresher training
- Value-added training solutions
- Additional specialized training programs per industry/market
- Supervisor training

Tools

- **Workforce Management (WFM):** Electronic timekeeping and scheduling automation which ensures accuracy and confidence. Scheduling data includes post names, employee information and client information. Scheduling data automatically drives both payroll and billing transactions.
- **SecuritasConnect:** A secure Client Portal that gives instant access to your facility's critical information in real time. You have the capability to access this data 24 hours a day, 365 days a year.
- **SecuritasVision:** A secure scalable web-based application that helps us bring innovation, accountability and efficiency to your facility. It can be deployed at a single property or across your entire organization, and combines incident management, tour verification, task scheduling and incident alert notification in one easy-to-use application.
  - Post Confirmation System – electronic, proprietary officer check-in system that verifies posts are staffed.
  - Proof of Visit System – documents supervisor inspections.
- National Communications Center – 24/7 call center for clients and security officers.

Feedback

- **Excellence in Service Program**
- **Client Service Plan:** Primary tool used to measure and monitor client security goals.
- **Service Enhancement Plan:** Used to implement and monitor improvement actions.
- **Service Delivery History:** Documents meetings/communications between client and Securitas management.
- **Client Service Review:** Our monthly 'report card.' Clients help rate and define a variety of performance categories to help ensure we consistently meet or exceed your expectations.

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State Of Alabama

Alabama Security Regulatory Board

Whereas

Securitas Security Services USA, Inc

Has successfully met the requirements of The Alabama Security Regulatory Board and is hereby certified as a Contract Security Company as established by the board

Qualifying Agent: Aaron B Pollard

00013

License Number

Keith E. Warren
Executive Director

9/30/2023

Expiration Date

002232

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Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Securitas Security Services USA Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4330 Park Terrace Dr

Requester's name and address (optional)

6 City, state, and ZIP code
Westlake Village, CA 91361

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–				

or

Employer identification number
7	1	–	0	9	1	2	2	1	7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 6/27/2023

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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Experience History:

	Contract 1	Contract 2	Contract 3
Customer Name	Carnival Cruise Lines	Arkema	Chemours
Location & Venue Type	Mobile Cruise Terminal	Axis, AL Diversified Chemical Manufacturer	DeLisle, MS Chemical Manufacturing
Contract Begin and End Date	Begin: 2019 End: Present	Begin: 2007 End: Present	Begin: 2023 End: Present
Brief Description of Security Services Performed	Provide security and screening for passengers embarking and disembarking cruise ships.	Provide security services, which includes monitoring CCTV, access control, issuing and maintaining visitor credentials, verifying access requests, etc.	Provide security services, which includes monitoring CCTV, access control, issuing and maintaining visitor credentials, verifying access requests, etc.
Number of Guards Simultaneously on Duty	25	3	10
Reason for End of Contract	Still Active	Still Active	Still Active
Customer Reference POC: **Name** **Phone** **Email**	Pierre Degand 786-644-3075 pierre.degand@securitasinc.com	Brett Nobles 251-829-4285 brett.nobles@arkema.com	Monica Choate 228-363-8185 monica.a.choate@chemours.com

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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 follow exceptions as noted: (if None, write "None" below).

None

Provider Name : Securitas Security Services USA

By Authorized Agent (PRINTED): David Lawley

Signature:

Title: District Manager

Address: 917 Western America Circle, Suite 311

Mobile, AL 36609

Phone: 251-666-1092 Email david.lawley@securitasinc.com

Point of contact (if other than above):

Name:

Title:

Phone: Email

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EXHIBIT B Evidence of Insurance Coverage

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/03/2023

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 Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: Securitas.Certrequest@marsh.com CN101410269-S-GAWC-23-24 SAMPL SAMPL	**CONTACT NAME:** Anna Martinez **PHONE (A/C, No, Ext):** 213-346-5653 **FAX (A/C, No):** **E-MAIL ADDRESS:** Anna.M.Martinez@marsh.com
INSURED Securitas Holdings, Inc. (See Page 2 for Additional Named Insureds) 4330 Park Terrace Drive Westlake Village, CA 91361	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Old Republic Insurance Company — 24147 **INSURER B :** ACE American Insurance Company — 22667 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** LOS-002658632-01 **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 GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			MWZY-317382-23	01/01/2023	01/01/2024	EACH OCCURRENCE	$	5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	N/A
							PERSONAL & ADV INJURY	$	5,000,000
							GENERAL AGGREGATE	$	5,000,000
							PRODUCTS - COMP/OP AGG	$	5,000,000
								$	
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H1073454A	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$	2,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	$	
							AGGREGATE	$	
								$	
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N			WLR C50707386 (AOS)	01/01/2023	01/01/2024	X PER STATUTE [ ] OTH-ER		
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A		SCF C50707489 (WI)	01/01/2023	01/01/2024	E.L. EACH ACCIDENT	$	1,000,000
B	**(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			WCU C50707581 (CA,OH,WA) $1M SIR	01/01/2023	01/01/2024	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)

Evidence of Insurance only.

Certificate Holder: Securitas Security Services USA, Inc.; Pinkerton Consulting & Investigations; Burns Int'l Services Company, LLC; Securitas Critical Infrastructure Services, Inc.; Securitas Electronic Security, Inc.

CERTIFICATE HOLDER

Securitas Holdings, Inc. Including:
(See Complete Certificate Holder in Description)
4330 Park Terrace Drive
Westlake Village, CA 91361

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

Marsh USA Inc.

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AGENCY CUSTOMER ID: CN101410269
LOC #: Los Angeles

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh Risk & Insurance Services	Securitas Holdings, Inc. (See Page 2 for Additional Named Insureds) 4330 Park Terrace Drive Westlake Village, CA 91361
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

Additional Named Insureds:

Securitas Holdings, Inc. including:
Securitas Security Services USA, Inc.
Securitas Critical Infrastructure Services, Inc.
Securitas Electronic Security, Inc.
Pinkerton Consulting & Investigations Inc.

ACORD 101 (2008/01)
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City of Mobile RFQ 815

Cruise Terminal Security Services

Proposal scoring tabulation and original RFQ

Scoring Tabulation – City of Mobile RFQ 5815 Cruise Terminal Security

Overall totals by scorer:

	A	B	C	Total
CSSI	33	41	39	**113**
Securitas	50	48	48	**146**
Signal	36	45	41	**122**
American Guard	49	49	49	**147**

Scores by rating area:

Scorer A	**Community Security Services LLC**	**Securitas Security Services**	**Signal Security of Mobile/ Signal -Gulf South Holdings LLC**	**American Guard Services**
Similar Contract Experience /Performance *15 Points*	10	15	8	15
Qualifications of Key Persons *10 Points*	8	10	8	10
Professionalism (Training, Uniforms) *15 Points*	10	15	12	15
Value & Plan *10 Points*	5	10	8	9
Total	**33**	**50**	**36**	**49**

Scorer B	**Community Security Services LLC**	**Securitas Security Services**	**Signal Security of Mobile/ Signal -Gulf South Holdings LLC**	**American Guard Services**
Similar Contract Experience /Performance *15 Points*	11	15	14	15
Qualifications of Key Persons *10 Points*	8	10	10	10
Professionalism (Training, Uniforms) *15 Points*	12	13	12	14
Value & Plan *10 Points*	10	10	9	10
Total	**41**	**48**	**45**	**49**

Scorer C	Community Security Services LLC	Securitas Security Services	Signal Security of Mobile/ Signal -Gulf South Holdings LLC	American Guard Services
Similar Contract Experience /Performance *15 Points*	10	15	12	15
Qualifications of Key Persons *10 Points*	7	10	8	10
Professionalism (Training, Uniforms) *15 Points*	12	15	14	15
Value & Plan *10 Points*	10	8	7	9
Total	**39**	**48**	**41**	**49**

Contacts:

Community Security Services: Tony Goubil, Chief of Operations, operations@cssi-security.com
Securitas Security Services: David Lawley, District Manager, david.lawley@securitasinc.com
Signal Security: Tony Mauro, CEO, tmauro@teamsignal.com; Casey Culp, Signal Security of Mobile, cculp@teamsignal.com
American Guard Services: Gerald Gregory, Executive Vice President, jgregory@americanguardservices.com

City of Mobile
Request for Qualifications
RFQ Number: 5815

MOBILE ALABAMA CRUISE TERMINAL
UNARMED GUARD SECURITY SERVICES

The City ("City") of Mobile is seeking qualification packages from appropriately licensed contract security companies for Unarmed Security Guard services for the Mobile Alabama Cruise Terminal (MACT). Please see **Exhibit A** for the desired information and format submission.

Qualifications Due: **4:00pm local, June 29, 2023**.

Mailing address		Delivery:
City of Mobile		City of Mobile
Procurement Department		Procurement Department
PO Box 1827	,	205 Government Street
Mobile, AL 36633		4th Floor South Tower
		Mobile, AL 36644

Phone (251)-208-7434

Submit Questions by June 22, 2023, to: Purchasing@CityofMobile.org

Timeline for Award:		
	Qualfications due:	June 29, 2023
	Provider notification:	July 14, 2023
	Contract award	August 4, 2023
	Performance begin	September, 2023

I. BACKGROUND / PURPOSE

A. The Mobile Alabama Cruise Terminal (MACT), owned and operated by the City of Mobile, requires the services of unarmed, uniformed security guards for the security and protection of the MACT and passengers on days when MACT is "active". The active days at MACT that will require contract security services will include:
   a. Scheduled cruise "turnaround" days when passengers are offloaded after cruise termination and onloaded for the beginning of the next cruise,
   b. Scheduled vessel port call days, when cruise vessels visit Mobile for single day passenger excursions, and
   c. Emergency ship dockings for cruise vessels that may be diverted from other ports or make short-notice visits to MACT

B. The City intends to contract with the responsive and responsible low bidder ("Provider") for a three-year period from September 1st, 2023 to August 31st, 2026 with the option to extend for one additional three-year period with the mutual consent of both parties at the stated terms and conditions.

II. MISSION

A. Provider will protect the MACT and adjacent City property, and its occupants, from crime, fires, thefts, and damage or destruction by sabotage, riots, or other intentional acts of violence, and promote the safe and efficient use of the MACT by the City. Provider will work closely with MACT staff, Cruise line staff, Mobile Police and Fire, and federal agencies operating in the MACT.

B. Provider's on-site workforce will be required to perform the following security functions, including but not limited to:
   a. greet passengers,
   b. review cruise documentation,
   c. understand the security requirements for the cruise facility,
   d. direct traffic,
   e. screen large transfer trucks and automobiles,
   f. staff security posts
   g. participate in required training and drills.
   h. patrol building interiors and exteriors and adjacent property,
   i. check employee identification badges
   j. maintain visitor logs
   k. perform other security services deemed necessary by the MACT to maintain safety and security at each facility.

C. To perform these tasks, Provider's employees must be able to stand for extended periods of time, bend, climb, lift 25 pounds, and read, write, and speak English. They must be able to work outdoors during periods of inclement weather. Guards must be able to propertly and clearly communicate on and operate a portable, hand held radio.

D. Providers employees will serve as visible representatives of MACT and the City of Mobile and must positively and professionally interact with the general public, sworn law enforcement personnel, and other cruise terminal staff and contract employees. They must present a professional appearance and demeanor in uniform.

III. SPECIFICATIONS

A. Provider will accomplish this Mission with a professional security force on site at the MACT on specified days and for specified time periods when the MACT is "active" for passenger cruise vessel activity. The expected MACT "active" days for the coming year is provided as **Exhibit B**.

B. On days when MACT is active with a Carnival cruise vessel passenger turnaround (ending one cruise in the morning and beginning a new one in the afternoon, with the resultant passenger turnover), the Provider will provide 13 uniformed security guards ("guards") for the core hours of the evolution. Core hours requiring the presence of guards for turnaround days are 0600-1600 hours. The Provider must be able to flex hours on short notice on specific turnaround days to accommodate last minute changes to ship schedules.

C. MACT also expects to be active on other days for scheduled cruise vessel passenger excursion port calls, or emergency cruise vessel dockings. The Provider shall provide some lesser number of guards on these other active MACT days. The City will coordinate with the Providre on the right size security force for those other active days. It is estimated these other days will number less than 10 in a calendar year, and that the average workforce expected for such days will be one supervisor and five guards for the core hours of 0600-1600.

D. The Provider shall, in addition to the guards, and whenever guards are present, provide one uniformed security supervisor ("supervisor") on active MACT days. The role of the supervisor will be to oversee and direct the work of the guards and interact with and take direction from the Cruise Terminal Director ("Director") or Facility Security Officer ("FSO") or their designated representatives.

E. The Provider shall also provide one supervisor on non-active days to MACT when required for meetings or training, upon 24-hour notice by the Director or FSO.

F. <u>There is no minimum guarantee as to the number of hours the City will employ guard and supervisor services. Cruise line schedule changes or emergency conditions may merit significant changes in actual service requirements. These numbers are estimates only; Provider may only bill and the City will only pay for guard services actually used.</u>

G. Provider shall have its supervisor and guards attend up to 12 hours of startup training prior to assuming contract services. Training will be provided by the FSO and a location to be determined. Guards and supervisors will be expected to attend annual refresher training regarding MACT operations, and may be expected to attend other training as directed by the Director or FSO. City will pay Provider for these training attendance hours for supervisors and guards.

H. The Provider shall maintain a roster of at least 15 persons from which to fill the 13 guard positions. All persons on the roster will be pre-approved by the City.

I. The Provider shall coordinate the time, key access and other conditions for security with the MACT Facility Security Officer (FSO).

J. Provider shall additionally, independent of the supervisor, monitor the performance of the guards and shall, at unannounced intervals, call on the MACT to determine the manner in which guards and supervisor are discharging their duties. Reports of these inspections shall be provided to the MACT Facility Security Officer (FSO), along with monthly time sheets.

K. Provider shall have a local contact person with a local phone number. The phone is to be manned twenty-four hours a day. The phone is to be manned by a person with the company or an answering service, but not an answering machine. Provider shall respond to phone calls within thirty minutes of receipt by the answering service.

IV. EQUIPMENT AND UNIFORMS

A. Provider is to provide uniforms for all supervisors and guards. Uniforms shall be distinctly different than those worn by City of Mobile Police. Uniforms must have the identifying company name and include non-slip, closed toe black shoes and standard outerwear applicable to the environmental conditions. The selection of the uniform must be agreeable to the MACT Terminal Director. Uniform appearance must be standard, professional in appearance, with all clothes in good repair, cleaned and pressed, and shoes clean and polished.

B. Provider will equip its guards with all necessary personal security and safety equipment. This will include sunglasses, safety traffic vests, bottled water, and guard houses. Guards will not carry law enforcement or personal self-defense equipment unless specifically authorized by the Director or FSO.

C. Guards will not carry law enforcement or self-defense equipment unless specifically authorized by the Director or FSO.

D. City will provide all equipment necessary for screening, first aid, and protective equipment for specific missions, including disposable rubber gloves. City will provide communications devices, parking, restroom, and breakroom facilities.

V. COMPENSATION

A. The City will compensate the Provider on a monthly basis for the number of documented and approved hours worked by the guards and supervisors for the previous month at the agreed-upon hourly billing rates. The Provider's invoice will be required to itemize wage rates it pays to guards and supervisors.

B. Provider will maintain weekly time sheets for all hours worked by supervisors and guards. Time sheets shall track time to the tenth of an hour, and shall include agreed upon break periods. Transit time will not be included.

C. There will be no differentiation in hourly cost to the City for holidays or for overtime.

D. The City may agree to adjust compensation rates during the contract period should Provider demonstrate good cause for wage adjustments.

VI. OTHER PROVISIONS

A. Insurance: For the term of this Agreement, Provider will be required to acquire and maintain, in full force and effect, the following minimum insurance, naming the City as an additional insured, with a company licensed and qualified to do business in the State of Alabama, and certified by an agent licensed and qualified in the State of Alabama. An insurance policy may not be modified or cancelled without 30 days' prior notice to the City of Mobile

   a. General Liability Insurance – public liability including premises, products and complete operations:
      i. Bodily injury liability: $500,000 each person, $1,000,000 each occurrence
      ii. Property damage liability - $200,000 each occurrence
      iii. Or, (in lieu of a. and b. above), Bodily injury and property damage combined – $1,000,000 occurrence

   b. Comprehensive – Automobile Liability Insurance, including owned, non-owned, and hired vehicles.
      i. Bodily injury liability: $500,000 each person, $1,000,000 each occurrence.
      ii. Property damage liability - $200,000 each occurrence
      iii. Or, (in lieu of (1) and (2) above). Bodily injury and property damage combined – $1,000,000 occurrence.

   c. Professional Liability Insurance: $500,000 per occurrence; $1,000,000 aggregate

   d. Statutory Workers Compensation insurance.

B. E-Verify: Provider may not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. All Providers will be required to provide verification of Enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/.

C. Business Licenses: Provider 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. Providers are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.

D. Provider will be required to hold and maintain a City of Mobile business license.

E. Upon notification by the City of intent to award, Provider will have 10 business days to provide the Alabama incorporation certificate or Certificate of Authority and the E-Verify numbers to the City before award can be completed.

F. Non-discrimination: Provider shall abide by provisions of the Mobile City Code, Section 14-1, which prohibits discrimination in employment by Providers and subcontractors performing work for the City.

G. Disadvantaged business enterprises: Provider shall make every reasonable effort in the use of subcontractors and major suppliers to have at least fifteen (15) percent participation by socially and economically disadvantaged business enterprises (DBE). Provider shall indicate their intent to employ DBEs as subcontractors or suppliers in their qualification submission, and complete the City subcontracting and major supplier DBE form at the time of contract signing.

H. Standard Contract: The City of Mobile uses a standard services contract template. That template is attached as **Exhibit C**.

VII. MINIMUM QUALIFICATIONS

A. This solicitation is intended to allow the City to determine the Provider whose qualifications, experience, and performance history are best suited to perform the work in this specification. Below are minimum desired qualifications for the provider and site personnel.

   a. The Provider shall be licensed by the Alabama Security Regulatory Board (“ASRB”) to provide the service described in the below specifications. Evidence of such certification shall be included in the qualifications submission

   b. The Provider shall have at least 3 years of experience in successfully providing contract security guard operations involving at least 10 on-duty guard positions in a maritime passenger terminal setting.

Evidence of such experience shall be included in the qualifications submission.

c. Provider's supervisors, guards, and other staff working at the MACT will be required to have a TWIC (Transportation Worker Identification Credential) before being allowed access to work in the terminal in accordance with the MACT Facility Security Plan. All Provider staff members must have their TWIC card on their person at all times when performing duties at the MACT. There will be no exceptions to this requirement. Vendors shall take into account the up to 30-day application time in acquiring the TWIC credentials for their staffs and plan accordingly so as to have staff ready to assume their duties no later than 18 November 2019.

d. Provider's service covered by this agreement shall be performed by qualified, careful and efficient employees in strict conformity with Alabama Code Title 34, Chapter 27C, relating to the ASRB, and regulations prescribed by the ASRB. Any violations or non-compliance of Section 34-27C may be grounds for immediate dismissal of a particular guard or guards or termination of contract. All supervisors and guards must be currently proficient as required by ASRB standards.

e. Guards shall be at least 21 years of age, shall have a high school diploma or G.E.D., and be capable of maintaining order in stressful, confrontational or dangerous situations and of removing from the area, disruptive, unruly persons. No guard shall be employed by Provider until his or her character, reputation as to honesty, sobriety, and reliability have been verified be Provider. All guards shall have successfully passed a criminal background check before placement at the MACT (i.e., no felony or misdemeanor convictions).

f. Supervisors must have the same qualifications as guards, and in addition will have at least five years experience in commercial security or law enforcement leadership.

g. No supervisor or guard shall be employed at the MACT who is objectionable to the City, for any reason whatsoever. Applications and other records of Provider related to this paragraph shall be open to inspection, copying, and reproduction by the City. Supervisors and guards shall be promptly replaced, at the City's request, upon notice to Provider.

VIII. QUALIFICATIONS SUBMISSIONS AND SCORING

A. Please use the template in **Exhibit A** as a guide to provide your qualfications to perform the requirements of this solicitation (Use of the Exhibit is not required; qualification submissions may use any format that provides the required information).

B. Submissions will be scored on the following basis:

a. Similar Contract Experience/Performance	15 points
b. Qualifications of Key Persons	10 points
c. Professionalism (Training, Uniforms)	15 points
d. Value & Plan	10 points

C. Submit qualifications packages so that they are received by the City of Mobile Procurement Department by 4:00 pm, Mobile local time, Thursday, June 29, 2023 in a sealed package or envelope marked:

City of Mobile Request for Qualifications
Cruise Terminal Security
RFQ #5815
Due June 29, 2023.

D. Packages may be mailed to
City of Mobile Procurement Department,
P.O. Box 1827,
Mobile AL 36633.

E. Packages may be delivered to
City of Mobile Procurement Department,
205 Government Street,
4th Floor, South Tower,
Mobile, AL 36644.

E. The City may at its sole discretion solicit additional information from, make additional inquiries regarding, or conduct interviews of any, all, or none of proposing firms.

IX. **EXHIBITS:**
A. Qualifications Submission Template
B. MACT Cruise Terminal Schedule
C. City of Mobile Standard Contract Template

EXHIBIT A

QUALIFICATIONS SUBMISSION

Business Name (as on W-9): _____

Qualification narrative (please limit total submission to 20 pages or less):

1. Resumes and Qualfications of Company President/CEO, and key personnel who would be involved in this contract.

2. Your intended approach and plan to perform the work described. Please also indicate how you will recruit, compensate, and retain employees.

3. Description of your training protocol and training approach to this work.

4. Please indicate whether you would intend to subcontract any of the work and identify the intended subcontractors.

5. Photograph of the uniform you would intend to use for this operation

6. Any other information you believe will assist the City to determine your qualifications and preparedness to perform the contract requirements.

7. Please attach your current Alabama Security Regulatory Board Certificate (s)

8. Please provide you IRS Form W9

9. Please provide your Experience History in the last 3 years (see following template)

RATES

The City expects to compensate Provider based on comprehensive hourly rates invoiced for security services rendered. Please provide below the hourly rates for which you intend to provide the security service. This is not a "low-bid" solicitation. The City expects the quality of guard services to be reflected in the hourly rates Provider pays guards and supervisors and acc.

Supervisor – hourly rate _____ per hour x 0.2 = _____

Guard – hourly rate _____ per hour x 0.8 = _____

Total weighted offer rate: _____ /hour

Experience History:

	Contract 1	Contract 2	Contract 3
Customer Name			
Location & Venue Type			
Contract Begin and End Date			
Brief Description of Security Services Performed			
Number of Guards Simultaneously on Duty			
Reason for End of Contract			
Customer Reference POC: Name **Phone** **Email**			

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 follow exceptions as noted: (if None, write “None” below).

_____

_____

_____

_____

_____

Provider Name :_____

By Authorized Agent (PRINTED):_____

Signature:_____

Title:_____

Address: _____

_____

Phone: _____ Email_____

Point of contact (if other than above):

Name: _____

Title: _____

Phone: _____ Email_____

EXHIBIT B Mobile Alabama Cruise Terminal Schedule 2023-2024

Scheduled Carnival Spirit Cruise Turnaround Days
Ship normally arrives at the Terminal by 8:00 am and departs Terminal by 4:00 pm.
Security is normally expected from 6:00 am until 4:00 pm.

10/6/2023	Fri	8 days
10/14/2023	Sat	8 days
10/22/2023	Sun	6 days
10/28/2023	Sat	8 days
11/5/2023	Sun	6 days
11/11/2023	Sat	8 days
11/19/2023	Sun	6 days
11/25/2023	Sat	8 days
12/3/2023	Sun	6 days
12/9/2023	Sat	8 days
12/17/2023	Sun	6 days
12/23/2023	Sat	8 days
12/31/2023	Sun	6 days
1/6/2024	Sat	8 days
1/14/2024	Sun	6 days
1/20/2024	Sat	8 days
1/28/2024	Sun	6 days
2/3/2024	Sat	8 days
2/11/2024	Sun	6 days
2/17/2024	Sat	8 days
2/25/2024	Sun	6 days
3/2/2024	Sat	8 days
3/,0/2024	Sun	6 days
3/16/2024	Sat	8 days
3/24/2024	Sun	6 days
3/30/2024	Sat	7 days

EXHIBIT C: City of Mobile Standard Contract Template

City of Mobile
Cruise Terminal Security Services

AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this ____day of _____, 20__ (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and . (hereinafter "Contractor"), a for-profit corporation organized under the laws of the State of Alabama.

WHEREAS, the City desires to provide security services for the Mobile, Alabama Cruise Terminal, and

WHEREAS, the City has determined that Contractor is uniquely and best qualified provide these services and Contractor has agreed to provide such.

WITNESSETH, that this Contractor and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of the Work; Term. The description, location, frequency and lump sum cost or unit price of the Services are as set out in **Exhibit A**, Scope of Work, which is attached to this Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue for three years, renewable for one additional three-year periods with mutually agreed upon amendments to unit pricing for the renewal period.

ARTICLE 2. Insurance: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following minimum insurance, naming the City as an additional insured, with a company licensed and qualified to do business in the State of Alabama, and certified by an agent licensed and qualified in the State of Alabama:

1. General Liability Insurance – public liability including premises, products and complete operations:
    a. Bodily injury liability: $500,000 each person, $1,000,000 each occurrence
    b. Property damage liability - $200,000 each occurrence
    c. Or, (in lieu of a. and b. above), Bodily injury and property damage combined – $1,000,000 occurrence

2. Comprehensive – Automobile Liability Insurance, including owned, non-owned, and hired vehicles.
    a. Bodily injury liability: $500,000 each person, $1,000,000 each occurrence.
    b. Property damage liability - $200,000 each occurrence

c. Or, (in lieu of (1) and (2) above). Bodily injury and property damage combined – $1,000,000 occurrence.

3. Professional Liability Insurance: $500,000 per occurrence; $1,000,000 aggregate

4. Statutory Workers Compensation insurance.

Evidence of such insurance shall be included as **Exhibit B** to this contract.

ARTICLE 5. Breach of Contract: In the event of any breach or apparent breach by Vendor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within ten (10) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation. In the event of any breach by the City of any of its obligations under the terms of this Agreement, if the City fails to cure such breach within ten (10) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

ARTICLE 6. Indemnification: Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (collectively, the "City Indemnitees"), whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) (collectively, "Claims") arising in any way out of the Contractor's gross negligence or willful misconduct in 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, except to the extent that such Claims arise out of the City Indemnitees' negligence or willful misconduct. 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 7. Entire Agreement: This Agreement, including the Exhibits hereto, 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 8. 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. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

ARTICLE 9. 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. At a minimum, Contractor will maintain a City of Mobile Business License and a certificate of qualification to transact business in Alabama, in addition to requirements of **Exhibit A**.

ARTICLE 10. 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 11. 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 12. Termination of Contract: Either party may terminate the Agreement if the other party defaults in the material performance of any of its obligations under this Agreement and does not cure such default within thirty (30) days' written notice from the other party. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of this Agreement.

ARTICLE 13. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 14. Notices. Notice for the City shall be mailed to:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Notices to Contractor shall be mailed to:

ARTICLE 15. Compliance with Alabama Immigration Law
By signing this Agreement, the contracting parties affirm, for the duration of this 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 this Agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 16. 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 17. 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

CITY

_____
Its Mayor

_____ Date

ATTEST:

_____
City Clerk

_____ Date

EXHIBIT A: Scope of Work (May refer to RFQ and Provider submission)
EXHIBIT B: Insurance

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Submitted by:

Nick Amberger, P.E. Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman William Carroll

Purpose and Scope of Project:

Approve contract with McElhenney Construction Company, LLC. for street and culvert repairs.

Amount of Contract:

$5,212,887.35

Funding Source

Project # C0875	**Discretionary Funds**
Project String 2000.2000.48010	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Street and Culvert Repairs	Cover Memo	9/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	9/7/2023 - 12:21 PM
Capital	Rhodes, Brenda	Rejected	9/7/2023 - 11:48 AM
Engineering	Amberger, Nick	Approved	9/7/2023 - 12:53 PM
Capital	Rhodes, Brenda	Approved	9/7/2023 - 12:09 PM
Legal	Kern, Chris	Approved	9/7/2023 - 2:30 PM

Mayors Office	Montgomery, Brandi	Approved	9/7/2023 - 2:53 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: N Washington Ave Street and Culvert Repairs
COM Project: 2023-3005-19
PROJECT #: C0875 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Street and Culvert Repairs

CONTRACT AMOUNT: $5,212,887.35

VENDOR NAME: McElhenney Construction Company, LLC.

VENDOR NUMBER: 292750

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_X__N___; 5% of the 1st 50% _____ or If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages***.

Prepared by: Jessica White **Date** 9/7/2023

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilman William Carroll

WHEREAS, bids for street and culvert repairs for district 2 were received and opened on August 30, 2023.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from McElhenney Construction Company, LLC., in the amount of $5,212,887.35.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by McElhenney Construction Company, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract with the company listed below for work as outlined in the contract attached hereto and made a part hereof as through set forth in full. A copy of said contract is on file in the office of the City Clerk:

Name of Company: McElhenney Construction Company, LLC.

Project Name: N. Washington Avenue Street and Culvert Repairs (D#2)

Project Number: 2023-3005-19

Amount: $5,212,887.35

Adopted:

_____

City Clerk

MOBILE
ALABAMA

NORTH WASHINGTON AVENUE STREET AND CULVERT REPAIRS

PROJECT NO. 2023-3005-19

BID DATE – AUGUST 30, 2023



STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 49555

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

MCELHENNEY CONSTRUCTION COMPANY LLC

THEODORE, AL 36590

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

D: DEMOLITION, H/RR-S: BRIDGES, H/RR-S: CONCRETE, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **April 30, 2024** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

20th day of **April, 2023**

193298

Michael B. Tew
SECRETARY-TREASURER

CHAIRMAN

Void Void Void

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

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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 Reports and/or Mix Designs ..... Attachment F

Structural Assessment of Existing Culvert ..... Attachment G

Tax Exemption ..... Attachment H

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, Wednesday, August 30, 2023 and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	2023-3005-19
Project:	N. WASHINGTON AVE – STREET AND CULVERT REPAIRS
Project Description:	Repairs to culvert and associated restoration
Major work items include:	Culvert, Resurfacing

Plans and contract documents may be inspected and obtained from **Thompson Engineering Inc., 2970 Cottage Hill Road Suite 190, Mobile, Alabama 36606** upon payment of 150 dollars ($150.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on Friday, August 25, 2023.

A Mandatory Pre-Bid Conference will be held at the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Wednesday, August 23, 2023 at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project. A single individual cannot represent more than one contracting company.

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of

notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of N. WASHINGTON AVE - STREET AND CULVERT REPAIRS, City of Mobile Project No. 2023-3005-19, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES OF: LAGNIAPPE AUGUST 16TH, 2023 ; TUSCALOOSA NEWS AUGUST 16TH, 2023 ; DOTHAN EAGLE AUGUST 17TH, 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, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:
Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:
Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:
Security is required to ensure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:
The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:
Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed, and marked on the outside **"Bid for completion of N. WASHINGTON AVE - STREET AND CULVERT REPAIRS, City of Mobile Project No. 2023-3005-19, in the City of Mobile, Alabama"**.

10. TIME FOR RECEIVING BIDS:
Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:
Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:
At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:
The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for

acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a **Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
c. Contractor default under previous contracts with the owner.
d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once

report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall

give the City Engineer at least forty-eight (48) hours' notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

Revised per Addendum No. 2
August 29, 2023

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 8-30-23

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 THOMPSON ENGINEERING, as well as the premises.

Project No: 2023-3005-19
Project Name: N. WASHINGTON AVE – STREET AND CULVERT REPAIRS
Project Description: Repairs to culvert and associated street restoration.
Major work items include: Culvert, Resurfacing

The Bidder further agrees to construct the improvements in **calendar days with an end date of January 31, 2024 (Base Bid Option A)** or **180 working days (Base Bid Option B);** as chosen by the City.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to Thompson Engineering, 2970 Cottage Hill Road, Suite 190, Mobile, Alabama 36606. In order to receive consideration, the request must be received before 12:00 p.m. on August 25, 2023. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID OPTION A SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201A000	1	Lump Sum	Clearing And Grubbing	Three Thousand Sixty Four Dollars and Twenty Four Cents	$3,064.24	$3,064.24
205D001	3000	Square Yard	Removal of Structure (Partial)	One Hundred Five Dollars and Thirty Eight Cents	$105.38	$316,140.00
206C000	500	Square Yard	Removing Concrete Sidewalk	Thirty One Dollars and Thirty Seven Cents	$31.37	$15,685.00
206C010	250	Square Yard	Removing Concrete Driveway	Forty One Dollars and Eighty Two Cents	$41.82	$10,455.00
206C019	3000	Square Yard	Removing Asphalt Pavement	Twenty Dollars and Ninety One Cents	$20.91	$62,730.00
206D002	950	Linear Foot	Removing Curb	Twenty Eight Dollars and Twenty Three Cents	$28.23	$26,818.50
210A000	1800	Cubic Yard	Unclassified Excavation	Thirty Nine Dollars and Fifty One Cents	$39.51	$71,118.00
210D022	2400	Cubic Yard	Borrow Excavation (Loose Truckbed Measurement)(A-2-4(0) or A-4(0)	Forty Four Dollars and Sixty Nine Cents	$44.69	$107,256.00
301E008	600	Ton	Crushed Aggregate Base Course, Type B, Plant Mixed	One Hundred Forty Dollars and Two Cents	$140.02	$84,012.00
429A220	250	Ton	Improved Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	One Hundred Ninety Six Dollars and Thirty Six Cents	$196.36	$49,090.00
429B223	300	Ton	Improved Bituminous Concrete Binder Layer, Patching, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	One Hundred Ninety Six Dollars and Thirty Six Cents	$196.36	$58,908.00
429B227	165	Ton	Improved Bituminous Concrete Binder Layer, Leveling, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	One Hundred Ninety Six Dollars and Thirty Six Cents	$196.36	$32,399.40
430B050	100	Ton	Aggregate Surfacing (ALDOT #1)	One Hundred Fifteen Dollars and Twenty Cents	$115.20	$11,520.00
454A100	200	Linear Foot	Cleaning And Sealing Concrete Culvert (Epoxy Injection) (All Sizes And Lengths)	Sixty Six Dollars and Forty Five Cents	$66.45	$13,290.00

BASE BID OPTION A SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
490D001	400	Square Foot	Culvert Spall Repair	Four Hundred Twenty Two Dollars and Eighty Seven Cents	$422.87	$169,148.00
502A000	222000	Pound	Steel Reinforcement	One Dollar and Ninety Nine Cents	$1.99	$441,780.00
524A010	1100	Cubic Yard	Culvert Concrete	One Thousand Nine Hundred Seventy Four Dollars and Twelve Cents	$1,974.12	$2,171,532.00
600A000	1	Lump Sum	Mobilization	One Million Sixty Two Thousand Nine Hundred Eleven Dollars and Thirty Eight Cents	$1,062,911.38	$1,062,911.38
610D003	3900	Square Yard	Filter Blanket, Geotextile	Five Dollars and Twenty Seven Cents	$5.27	$20,553.00
618A000	400	Square Yard	Concrete Sidewalk, 4" Thick	Seventy Two Dollars and Forty Nine Cents	$72.49	$28,996.00
618A003	100	Square Yard	Concrete Sidewalk, 5" Thick	Eighty Four Dollars and Fifty Seven Cents	$84.57	$8,457.00
618B008	250	Square Yard	Concrete Driveway, 5" Thick (Includes Wire Mesh)	Eighty Four Dollars and Fifty Seven Cents	$84.57	$21,142.50
618E000	14	Each	Regular and Modified Truncated Dome Insert for New or Existing Handicap Ramps	One Thousand Nine Hundred Thirty Three Dollars and Fourteen Cents	$1,933.14	$27,063.96
620A000	20	Cubic Yard	Minor Structure Concrete	Nine Hundred Six Dollars and Sixteen Cents	$906.16	$18,123.20
621E100	9	Each	Manholes, Type L Or M (Partial)	Five Thousand Four Dollars and Twenty Three Cents	$5,004.23	$45,038.07
621M000	6	Each	Remove Existing Manhole	One Thousand Four Hundred Eleven Dollars and Forty Four Cents	$1,411.44	$8,468.64
623B002	950	Linear Foot	Concrete Curb, Type A	Forty Two Dollars and Twenty Nine Cents	$42.29	$40,175.50
640A005	200	Linear Foot	Underground Utility Adjustment (Water)	One Hundred Thirty One Dollars and Ninety Five Cents	$131.95	$26,390.00

BASE BID OPTION A SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
640A006	200	Linear Foot	Underground Utility Adjustment (Sewerage)	One Hundred Thirty Four Dollars and Ninety Seven Cents	$134.97	$26,994.00
650A000	60	Cubic Yard	Topsoil	One Hundred Twenty Five Dollars and Forty One Cents	$125.41	$7,524.60
654A001	600	Square Yard	Solid Sodding (Bermuda)	Eighteen Dollars and Eighty Three Cents	$18.83	$11,298.00
665E000	1000	Square Yard	Polyethylene	Two Dollars and Ninety Cents	$2.90	$2,900.00
665G000	50	Each	Sand Bags	Eighteen Dollars and Thirty Cents	$18.30	$915.00
665J002	1000	Linear Foot	Silt Fence	Four Dollars and Eighty One Cents	$4.81	$4,810.00
665O001	1000	Linear Foot	Silt Fence Removal	Three Dollars and Twenty Six Cents	$3.26	$3,260.00
665Q002	200	Linear Foot	Wattle	Twenty Three Dollars and Three Cents	$23.03	$4,606.00
674A000	4000	Linear Foot	Construction Safety Fence	Four Dollars and Fourteen Cents	$4.14	$16,560.00
680A001	1	Lump Sum	Geometric Controls	Fifty Three Thousand Nine Hundred Eighty One Dollars and Eighty Two Cents	$53,981.82	$53,981.82
690B000	22	Week	Portable Toilet	Sixty Dollars and Forty One Cents	$60.41	$1,329.02
703D001	200	Square Foot	Temporary Traffic Control Markings	Eleven Dollars and Eighteen Cents	$11.18	$2,236.00
740B000	750	Square Foot	Construction Signs	Nine Dollars and Sixty Seven Cents	$9.67	$7,252.50
740D000	100	Each	Channelizing Drums	Fifty Dollars and Seventy Four Cents	$50.74	$5,074.00

BASE BID OPTION A SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
740F001	12	Each	Barricades, Type II	One Hundred Fifty One Dollars and Three Cents	$151.03	$1,812.36
740F002	24	Each	Barricades, Type III	Three Hundred Thirty Two Dollars and Twenty Six Cents	$332.26	$7,974.24
740I002	75	Each	Warning Lights, Type B	Ninety Dollars and Sixty Two Cents	$90.62	$6,796.50
742A001	4	Each	Portable Changeable Message Sign, Type 2	Five Thousand Seventy Four Dollars and Forty Eight Cents	$5,074.48	$20,297.92
999A000	1	Lump Sum	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer	Seventy Five Thousand Dollars and No Cents	$75,000.00	$75,000.00

TOTAL BASE BID OPTION A	Five Million Two Hundred Twelve Thousand Eight Hundred Eighty Seven Dollars and Thirty Five Cents	$5,212,887.35

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY M'E Kenney

SIGNATURE

DATE 8-30-23

Base Bid Option A

Total (All items listed in Proposal) $5,212,887.35

Written in words Five Million Two Hundred Twelve Thousand Eight Hundred Eighty Seven Dollars and Thirty Five cents

Completion Date **January 31, 2024**

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By McElhenney Construction Co. LLC

Signature of Bidder _____
(If a Corporation)

By _____
President
Josh McElhenney
Print

Business Address PO Box 1409 Thatcher AZ

_____
Secretary
Josh McElhenney
Print

Business Address PO Box 1409 Thatcher AZ

_____
Treasurer
Josh McElhenney
Print

Business Address PO Box 1409 Thatcher AZ

(Corporate Seal)

ATTEST: _____
Secretary

Name of State under the Laws of which the Corporation was chartered:

AZ-49555
State License Number

Corporate Seal

BASE BID OPTION B SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201A000	1	Lump Sum	Clearing And Grubbing	Three Thousand Sixty Four Dollars and Twenty Four Cents	$3,064.24	$3,064.24
205D001	3000	Square Yard	Removal of Structure (Partial)	One Hundred Five Dollars and Thirty Eight Cents	$105.38	$316,140.00
206C000	500	Square Yard	Removing Concrete Sidewalk	Thirty One Dollars and Thirty Seven Cents	$31.37	$15,685.00
206C010	250	Square Yard	Removing Concrete Driveway	Forty One Dollars and Eighty Two Cents	$41.82	$10,455.00
206C019	3000	Square Yard	Removing Asphalt Pavement	Twenty Dollars and Ninety One Cents	$20.91	$62,730.00
206D002	950	Linear Foot	Removing Curb	Twenty Eight Dollars and Twenty Three Cents	$28.23	$26,818.50
210A000	1800	Cubic Yard	Unclassified Excavation	Thirty Nine Dollars and Fifty One Cents	$39.51	$71,118.00
210D022	2400	Cubic Yard	Borrow Excavation (Loose Truckbed Measurement)(A-2-4(0) or A-4(0)	Forty Four Dollars and Sixty Nine Cents	$44.69	$107,256.00
301E008	600	Ton	Crushed Aggregate Base Course, Type B, Plant Mixed	One Hundred Forty Dollars and Two Cents	$140.02	$84,012.00
429A220	250	Ton	Improved Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	One Hundred Ninety Six Dollars and Thirty Six Cents	$196.36	$49,090.00
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430B050	100	Ton	Aggregate Surfacing (ALDOT #1)	One Hundred Fifteen Dollars and Twenty Cents	$115.20	$11,520.00
454A100	200	Linear Foot	Cleaning And Sealing Concrete Culvert (Epoxy Injection) (All Sizes And Lengths)	Sixty Six Dollars and Forty Five Cents	$66.45	$13,290.00

BASE BID OPTION B SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

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600A000	1	Lump Sum	Mobilization	Three Hundred Sixty Two Thousand Nine Hundred Eleven Dollars and Thirty Eight Cents	$362,911.38	$362,911.38
610D003	3900	Square Yard	Filter Blanket, Geotextile	Five Dollars and Twenty Seven Cents	$5.27	$20,553.00
618A000	400	Square Yard	Concrete Sidewalk, 4" Thick	Seventy Two Dollars and Forty Nine Cents	$72.49	$28,996.00
618A003	100	Square Yard	Concrete Sidewalk, 5" Thick	Eighty Four Dollars and Fifty Seven Cents	$84.57	$8,457.00
618B008	250	Square Yard	Concrete Driveway, 5" Thick (Includes Wire Mesh)	Eighty Four Dollars and Fifty Seven Cents	$84.57	$21,142.50
618E000	14	Each	Regular and Modified Truncated Dome Insert for New or Existing Handicap Ramps	One Thousand Nine Hundred Thirty Three Dollars and Fourteen Cents	$1,933.14	$27,063.96
620A000	20	Cubic Yard	Minor Structure Concrete	Nine Hundred Six Dollars and Sixteen Cents	$906.16	$18,123.20
621E100	9	Each	Manholes, Type L Or M (Partial)	Five Thousand Four Dollars and Twenty Three Cents	$5,004.23	$45,038.07
621M000	6	Each	Remove Existing Manhole	One Thousand Four Hundred Eleven Dollars and Forty Four Cents	$1,411.44	$8,468.64
623B002	950	Linear Foot	Concrete Curb, Type A	Forty Two Dollars and Twenty Nine Cents	$42.29	$40,175.50
640A005	200	Linear Foot	Underground Utility Adjustment (Water)	One Hundred Thirty One Dollars and Ninety Five Cents	$131.95	$26,390.00

BASE BID OPTION B SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

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654A001	600	Square Yard	Solid Sodding (Bermuda)	Eighteen Dollars and Eighty Three Cents	$18.83	$11,298.00
665E000	1000	Square Yard	Polyethylene	Two Dollars and Ninety Cents	$2.90	$2,900.00
665G000	50	Each	Sand Bags	Eighteen Dollars and Thirty Cents	$18.30	$915.00
665J002	1000	Linear Foot	Silt Fence	Four Dollars and Eighty One Cents	$4.81	$4,810.00
665O001	1000	Linear Foot	Silt Fence Removal	Three Dollars and Twenty Six Cents	$3.26	$3,260.00
665Q002	200	Linear Foot	Wattle	Twenty Three Dollars and Three Cents	$23.03	$4,606.00
674A000	4000	Linear Foot	Construction Safety Fence	Four Dollars and Fourteen Cents	$4.14	$16,560.00
680A001	1	Lump Sum	Geometric Controls	Fifty Three Thousand Nine Hundred Eighty One Dollars and Eighty Two Cents	$53,981.82	$53,981.82
690B000	22	Week	Portable Toilet	Sixty Dollars and Forty One Cents	$60.41	$1,329.02
703D001	200	Square Foot	Temporary Traffic Control Markings	Eleven Dollars and Eighteen Cents	$11.18	$2,236.00
740B000	750	Square Foot	Construction Signs	Nine Dollars and Sixty Seven Cents	$9.67	$7,252.50
740D000	100	Each	Channelizing Drums	Fifty Dollars and Seventy Four Cents	$50.74	$5,074.00

BASE BID OPTION B SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
740F001	12	Each	Barricades, Type II	One Hundred Fifty One Dollars and Three Cents	$151.03	$1,812.36
740F002	24	Each	Barricades, Type III	Three Hundred Thirty Two Dollars and Twenty Six Cents	$332.26	$7,974.24
740I002	75	Each	Warning Lights, Type B	Ninety Dollars and Sixty Two Cents	$90.62	$6,796.50
742A001	4	Each	Portable Changeable Message Sign, Type 2	Five Thousand Seventy Four Dollars and Forty Eight Cents	$5,074.48	$20,297.92
999A000	1	Lump Sum	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer	Seventy Five Thousand Dollars and No Cents	$75,000.00	$75,000.00

TOTAL BASE BID OPTION B	Four Million Five Hundred Twelve Thousand Eight Hundred Eighty Seven Dollars and Thirty Five Cents	$4,512,887.35

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY M E Kennedy

SIGNATURE

DATE 8-30-23

Base Bid Option B

Total (All items listed in Proposal) $4,512,887.35

Written in words Four Million Five Hundred Twelve Thousand Eight Hundred Eighty Seven Dollars and Thirty Five Cents

Number of working days to complete 120

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By McElhenney Construction Co. LLC

Signature of Bidder _____
(If a Corporation)

By _____
President
Josh McElhenney
Print

Business Address PO Box 1409 Theodore AL 36590

_____
Secretary
Josh McElhenney
Print

Business Address PO Box 1409 Theodore AL 36590

_____
Treasurer
Josh McElhenney
Print

Business Address PO Box 1409 Theodore AL 36590

(Corporate Seal)

ATTEST: _____
Secretary

Name of State under the Laws of which the Corporation was chartered:

AL-49555
State License Number

Corporate Seal
SEAL

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That McElhenney Construction Company, LLC
(Name of Contractor)
3835 Gordon John Drive, Mobile, AL 36693
(Address)
as Principal, and Western Surety Company
(Name of Surety)
151 N. Franklin Street, Chicago, IL 60606
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be 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 **N. WASHINGTON AVE – STREET AND CULVERT REPAIRS, City of Mobile Project No. 2023-3005-19.**

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered August 30, 2023 (Date)

McElhenney Construction Company, LLC (Contracting Firm)

Witness as to Principal By: _____ (SEAL)

Western Surety Company (Name of Surety)

COUNTERSIGNED: _____
Billie Jo Sanders, Attorney-In-Fact

Alabama Resident Agent By _____
Billie Jo Sanders

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr., David J Durden, Milton A Kopf III, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of August, 2023.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we McElhenney Construction Company, LLC 3835 Gordon John Dr, Mobile, AL 36693 as Principal and Western Surety Company 151 N. Franklin Street, Chicago, IL 60606 as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of Five Million, Two Hundred Twelve Thousand, Eight Hundred Eighty Seven and 35/100 Dollars ($ 5,212,887.35) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20____ (hereinafter called the Contract) for **N. WASHINGTON AVE – STREET AND CULVERT REPAIRS, City of Mobile Project No. 2023-3005-19** which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted, and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20_____.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

McElhenney Construction Company, LLC
(Corporate Name)

BY: _____
(Signature)

ATTEST: _____
(Signature)

Josh M'Elhenney
(Print)

Drew Windham (Print)

ITS: Project Manager

ITS: President
(Title)

Western Surety Company
(Surety sign here) (Corporate name)

BY: _____
(Signature)

ATTEST: _____
(Signature)

Milton A. Kopf, III
(Print)

Joshua Meek (Print)

ITS: Witness

ITS: Attorney-in-Fact
(Title)

Corporate Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr., David J Durden, Milton A Kopf III, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of ,

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we McElhenney Construction Company, LLC
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of Five Million, Two Hundred Twelve Thousand, Eight Hundred Eighty Seven and 35/100 dollars ($ 5,212,887.35), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20__, entered into a Contract with the Owner for **N. WASHINGTON AVE – STREET AND CULVERT REPAIRS, City of Mobile Project No. 2023-3005-19** 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 _____ day of _____, 20_____.

Individual Principals sign here

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

In the presence of:

_____

_____

McElhenney Construction Company, LLC
(Corporate Name)

BY: _____
(Signature)

Josh M'Elhenney
(Print)

ITS: President
(Title)

ATTEST:
_____
(Signature)

Drew Windham (Print)

ITS: Project Manager
(Title)

Western Surety Company
(Surety sign here) (Corporate name)

BY: _____
(Signature)

Milton A. Kopf, III
(Print)

ITS: Attorney-in-Fact
(Title)

ATTEST:
_____
(Signature)

Joshua Meek (Print)

ITS: Witness
(Title)

Corporate Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr., David J Durden, Milton A Kopf III, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

A. INDEMNIFICATION: The CONTRACTOR 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 CONTRACTOR or the CONTRACTOR'S agent, CONTRACTOR under contract, or other entity for which CONTRACTOR is legally liable. CONTRACTOR 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 CONTRACTOR or its agents covered by CONTRACTOR'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONTRACTOR to procure and maintain professional liability insurance that satisfies the named requirements. CONTRACTOR shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONTRACTOR'S liability, or in proportion to the extent CONTRACTOR 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 CONTRACTOR to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

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

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

The contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

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

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

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability

specifically covering the obligations assumed by Contractor.

b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

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

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

b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. The contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least two (2%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one-year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the

Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety

measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job shall be considered incidental to the project Item 740 Traffic Control. The Contractor shall restore existing traffic mechanisms to original condition.

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. The contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with the Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the Contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.

26. The Contractor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and**

debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. OMIT

35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. There shall be **NO** adjustment to fuel or asphalt index for this project.

45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization

46. The Contractor shall provide, install, and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

    Any fines, penalties, or judgments 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.

49. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.

50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

51. Workmen shall wear reflectorized vests, shirts, or jackets.

52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure

that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.

54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.

56. On some streets, a "ski pole" will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.

57. All temporary stop-work joints shall be made using paper. At the beginning of the next workday the contractor shall make every effort to make a joint that will conform to the existing road surface.

58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.

59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.

61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.

62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.

64. OMIT

65. OMIT

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and McElhenney Construction Company, LLC , party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project: N. WASHINGTON AVE – STREET AND CULVERT REPAIRS
Project No: 2023-3005-19
Project Description: Repairs to culvert and associated street restoration.
Major work items include: Culvert, Resurfacing

City of Mobile Project Number **2023-3005-19**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $ 5,212,887.35) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof,

and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **THOMPSON ENGINEERING, INC.**

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering

Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said

writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact.

Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date 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 City under this contract is 2023 Surplus Capital. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(27) By signing this contract, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

(28) Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

(29) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

E-BUILDER:

(30) The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

_____

AN INDIVIDUAL

_____(Print)

WITNESSES:

_____

Drew Windham (Print)

M'Ellenney Contractors, LLC

CONTRACTOR: **(IF CORPORATION)**

Josh M'Ellenney (Print)

BY: _____

ITS PRESIDENT

Josh M'Ellenney (Print)

ATTEST:

_____

ITS SECRETARY

Josha Mack (Print)

9/5/23

DATE

Corporate Seal

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Josh McElhenney, whose name is signed to the foregoing instrument in the capacity of President of McElhenney Construction Company, LLC and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 7 day of September, 2023.

NOTARY PUBLIC My Commission Expires:

STATE OF ALABAMA NOTARY PUBLIC
BRANDI JACKSON
My Commission Expires
March 16, 2025

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

    b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

    Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

    Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

    No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a);* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

   Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

   The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

   No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210-E *BORROW EXCAVATION STRUCTURE*, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

   Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure.

5. OMIT

6. ITEM 429-A277 *IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER PATCHING, 3/8" MAXIMUM AGGREGATE SIZE MIX. ESAL RANGE E (INCL. TACK COAT)* (ALDOT Standard Specifications for Highway Construction, 2018 Edition):

   429.A277.01

   Description
   This section shall consist of a hot bituminous plant mixed pavement layer placed on a prepared surface in accordance with the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction 2006 edition. General requirements for all bituminous concrete pavements in section 410 are applicable to this section. QC/QA from section 106 applies to this section as well. This section shall include the surface preparation and use of tack coat as found in section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

   429.A277.02

   Materials
   Materials shall conform to Section 410 and section 429.02 Materials of the 2006 ALDOT Standard Specifications for Highway Construction. Tack Coat Material shall conform to section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.03

Basis of Payment
Improved Bituminous Concrete Wearing Surface Layer, will be paid for at the contract unit price, including the placement of tack coat, bid in accordance with Article 410.09 Payments shall be made per ton of completed in place Bituminous Concrete Wearing Surface Layer, Patching as prescribed in the 2006 ALDOT Standard Specifications for Highway Construction.

7. ITEM 618-D *HANDICAP RAMPS* (TYPE(S) A, B, C, D, E):

618.D.01

Description
This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER.

618.D.02

Materials
Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment
Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

8. ITEM 618-E *REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS*:

618.E.1

Description

This section shall include the work of furnishing, installing, cutting, and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials
Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall

have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

618.E.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools, and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes requires cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

9. OMIT

10. OMIT

11. OMIT

12. SECTION 650, PAY ITEM 650-A *TOPSOIL*: SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

    Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

13. ITEM 654-A *SOLID SODDING*:

    654.A.1

    Description
    This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

    654.A.2

    Basis of Payment
    Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools, and incidentals necessary to complete this item.

14. ITEM 659-A EROSION CONTROL NETTING

Description
This pay item shall include the furnishing, laying, and maintaining an approved protective netting material over seeded, sprigged or sodded areas as directed by the Engineer. The Contractor may select North American Green S150 Erosion Control Blanket or an equivalent.

15. ITEM 690-A *PROJECT SIGN:*

690.A.01

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

690.A.02

Basis of Payment
Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, for moving to each location, preparation, placing, and maintenance of the signs and for all labor, equipment, tools, and incidentals necessary to complete this item.

16. ITEM 690-B *PORTABLE TOILETS - WEEKS*:

690.B.01

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, portable toilets for the duration of the project. The Contractor, or his Subcontractors, shall provide for regularly scheduled maintenance and each unit shall be in good working order when work crews are present.

690.B.02

Basis of Payment
Payment will be based on the respective unit bid price for portable toilets, Item 690-B, complete-in- place, per toilet, per week, which shall be payment in full for furnishing the individual toilet units, for hauling, preparation, placing, and maintenance of the toilet units and for all labor, equipment, tools, and incidentals necessary to complete this item.

17. ITEM 740-A. *TRAFFIC CONTROL:*

740 A.1

Description
This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including sign post and portable supports as necessary.

740 A.2

Materials
All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

18. ITEM 999-A WORK OF A SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY ENGINEER.

Description
This section specifies administrative and procedural requirements governing handling and processing work of similar nature utilizing bid items and unit prices to be determined by Engineer. This has been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation.

Materials
All materials furnished for use shall comply with the appropriate requirements of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition or as specified by the Project Engineer or the City of Mobile

Construction Requirements
The equipment used for installation of this item of work shall be approved by the engineer prior to beginning work on this pay item.

Method of Measurement
All work shall be measured, complete in place, in accordance with the appropriate section of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition or as specified by the Project Engineer or the City of Mobile.

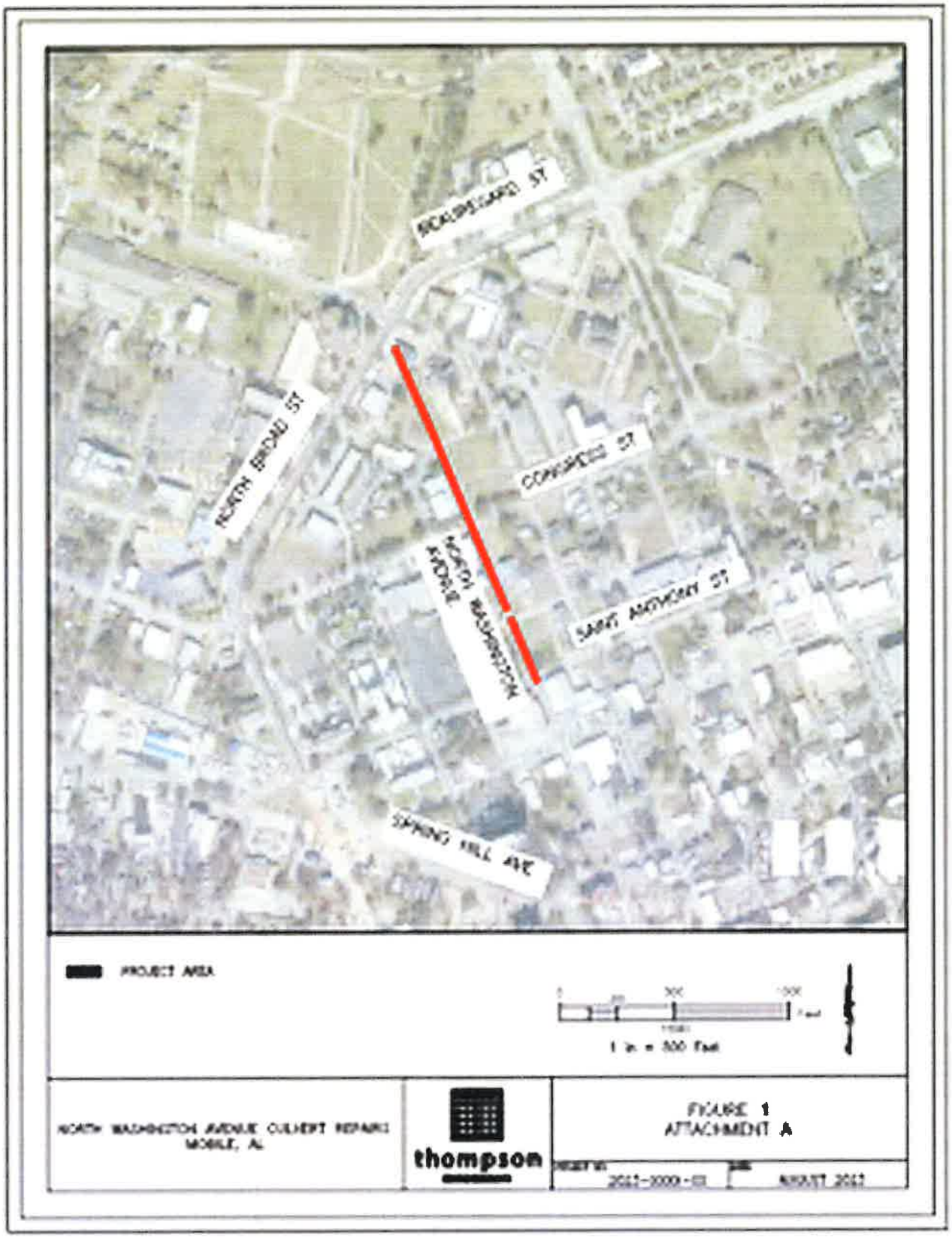
Basis of Payment

a. UNIT PRICE COVERAGE.
The item of Work of Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer, measured as noted above, will be paid for at a percentage of the contract lump sum price bid. This percentage will be calculated as follows:

$$\frac{Value\ of\ work\ performed\ (in\ dollars)}{Lump\ sum\ value\ of\ pay\ item\ (in\ dollars)} = Amount\ payable\ (in\ percent)$$

b. PAYMENT SHALL BE MADE UNDER ITEM NO.:
999A-000, Work of Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer – per lump sum.

ATTACHMENT "A"
LOCATION


BOULEVARD ST
NORTH BROAD ST
CONGRESS ST
NORTH WASHINGTON AVENUE
SAINT ANTHONY ST
SPRING HILL AVE
PROJECT AREA
1 in = 500 Feet
NORTH WASHINGTON AVENUE CULVERT REPAIRS
MOBILE, AL
thompson
FIGURE 1
ATTACHMENT A

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICATIONS

MCELCON-01 AFOSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/5/2023

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 PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Abby Foster PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350 E-MAIL ADDRESS: afoster@turnerfirst.com
INSURED McElhenney Construction Co., LLC P.O. Box 1409 Theodore, AL 36590	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Co. — 16535 INSURER B : Scottsdale Insurance Co. — 41297 INSURER C : Transguard Insurance Company of America — 28886 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU Included X Contractual Liab Inc GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	X	X	GLO3538202-01	7/1/2023	7/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL Aggregate	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BAP3538203-01	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	XLS2002325	7/1/2023	7/1/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC3538201-01	7/1/2023	7/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Leased/Rented			IMP4001354-00	7/1/2023	7/1/2024	$2,500 Ded/Per Item	400,000
C	Sched. Equipment			IMP4001354-00	7/1/2023	7/1/2024	$2,500 deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: North Washington Avenue Street and Culvert Repairs | Project Number: 2023-3005-19

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability, Automobile Liability, and Umbrella Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

City of Mobile
9th Floor South Tower
205 Government Street
Mobile, AL 36644

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 Dueck

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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 Archinique.Judd@cityofmobile.org
251 208 7907
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	McElhenney Construction Company
Address	3835 Gordon John Drive
Telephone	251-973-0030
E-Mail	jmeek@mcelhenneyconst.com

RFP\RFQ Solicitation Number	2023-3005-19
Project Description	N. Washington Ave Culvert Repairs
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 32 Female 5 Minority 18 Non-minority 19 SDVO _____
	Total #of Employees 37

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Joshua Meek

Signature: [signature] Date: 8/30/23

Title: PM

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: Josh Meek Title: PM

Email: jmeek@mcelhenneyconst.com 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, 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 # 2025-3005-19 Your Bid/Proposal Amount $ 4,512,887.35 Date: 8 / 30 / 23

Description N. Washington Avenue Street and Culvert Repairs

Name of Bidder/Proposer: McElhenney Construction Company

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
C & H Construction		Traffic	40,725	1.%	No	
Bennett Construction		Concrete Work	119,150.00	2.6 %	Yes	
United Markings		Stripe	1,850.00	0.01 %	No	
L & K Construction		Culvert	550,000.00	12%	No	
CLS		Trucking / Utility	80,000.00	1.7 %	Yes	
Steel Enforcers		Steel	73,260.00	1.6 %	Yes	

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OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: McElhenney Construction Company

Contact Person: Josh Meek 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. _____

_____

_____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archique.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)

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Josh McEllenney (affiant) who, being duly sworn says as follows:

President/CEO of McEllenney Contractors, LLC

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for MCC that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said MCC is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 709831.

CEO of McEllenney Contractors Co.

Sworn to and subscribed before me this the 30th day of August, 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

Ellen Reese Coombs
Notary Public
Alabama State at Large
My Commission Expires 01/17/2024

E-Verify

Company ID Number: 709831

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 McElhenney Construction Company, LLC (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

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

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

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

B. RESPONSIBILITIES OF DHS

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

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

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

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

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).

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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

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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.

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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

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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.

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

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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.

E-Verify

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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer McElhenney Construction Company, LLC	
Josh R McElhenney	
Name (Please Type or Print)	Title
Electronically Signed	**09/10/2013**
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	**09/10/2013**
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**McElhenney Construction Company, LLC**
Company Facility Address:	**3926 Harmony Ridge Circle East**
	Semmes, AL 36575
Company Alternate Address:	**PO Box 2548**
	Semmes, AL 36575
County or Parish:	**MOBILE**
Employer Identification Number:	**320414294**

E-Verify

Company ID Number: 709831

North American Industry Classification Systems Code:	237
Administrator:	
Number of Employees:	1 to 4
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Josh R McElhenney**	
Telephone Number:	**(251) 402 - 5794**	Fax Number:
E-mail Address:	**mcelhenneyj@gmail.com**	

ATTACHMENT "D"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

PROJECT: N. WASHINGTON AVE - STREET AND CULVERT REPAIRS
CITY PROJECT NO. 2023-3005-19

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: N. WASHINGTON AVE - STREET AND CULVERT REPAIRS
CITY PROJECT NO. 2023-3005-19

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.

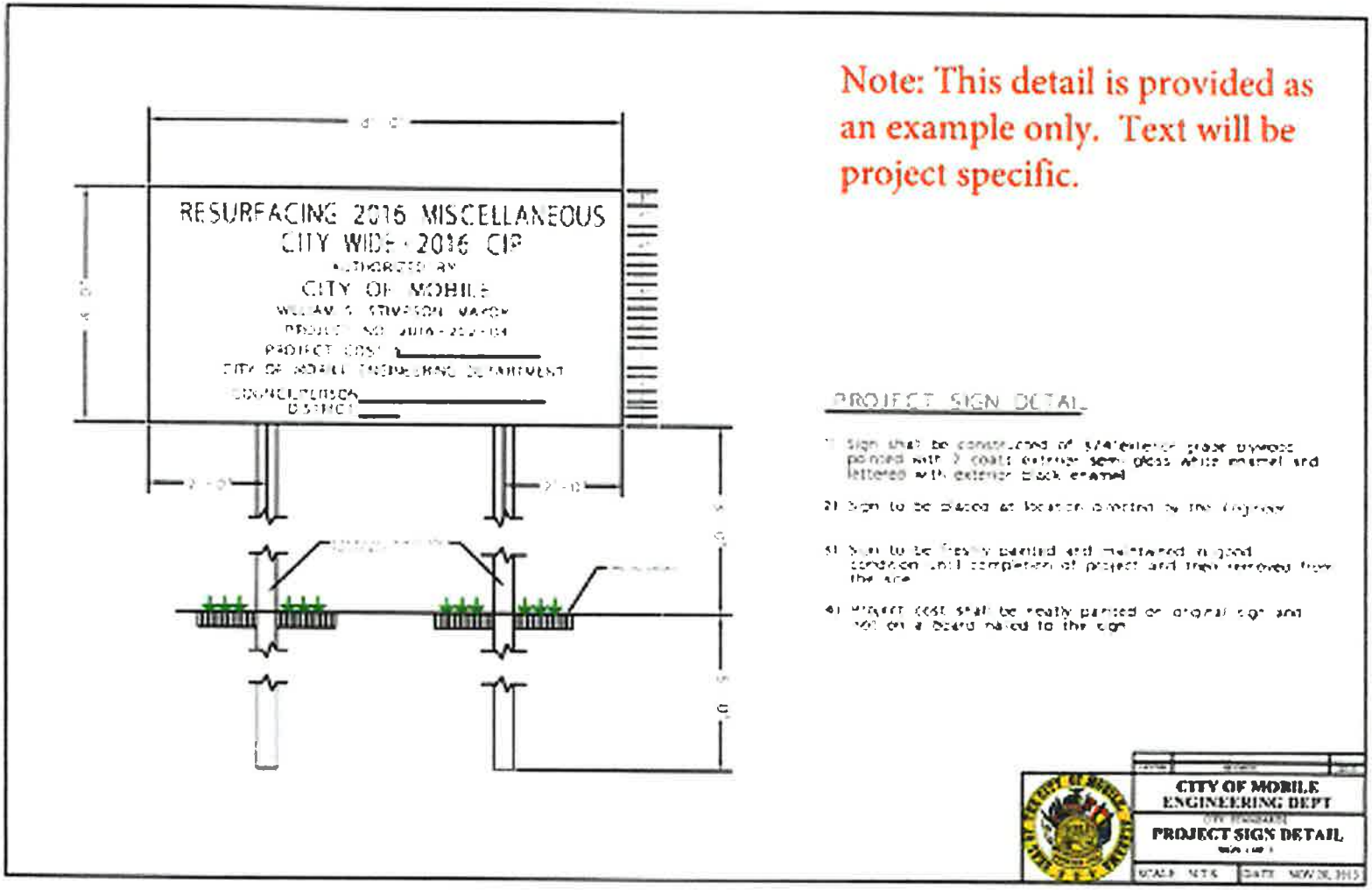
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.

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


RESURFACING 2016 MISCELLANEOUS
CITY WIDE - 2016 CIP
CITY OF MOBILE
PROJECT COST
Note: This detail is provided as an example only. Text will be project specific.
PROJECT SIGN DETAIL
CITY OF MOBILE
ENGINEERING DEPT
PROJECT SIGN DETAIL

ATTACHMENT "F"

GEOTECHNICAL REPORTS AND/OR MIX DESIGNS

ATTACHMENT "G"

STRUCTURAL ASSESSMENT OF EXISTING CULVERT



DEMOLITION / INSPECTION PLAN

SCALE: 1" = 20'







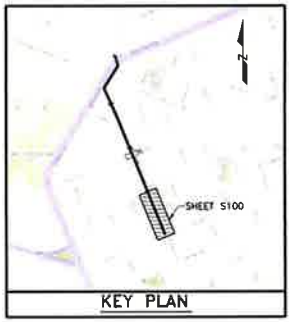






TYPICAL INSPECTION PHOTOGRAPHS

SCALE: N.T.S.



KEY PLAN

THIS DRAWING REPRESENTS DESIGNS PREPARED BY THOMPSON ENGINEERING FOR SPECIFIC USE ON THIS PROJECT AND IS NOT TO BE COPIED, REPRODUCED, OR ALTERED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE THOMPSON ENGINEERING REPRESENTATIVE AUTHORIZED TO APPROVE THIS USE. UNAUTHORIZED USE IS SUBJECT TO LEGAL ACTION UNDER STATE AND FEDERAL LAW.

REVISION NO.	DESCRIPTION	DATE	BY
A	ISSUE FOR REVIEW	5/11/23	JD

CITY OF MOBILE
MOBILE, ALABAMA

thompson ENGINEERING

SCALE	PLOT SCALE	DRAWN BY	CHECKED BY	APPROVED BY	DATE	JOB NO.	DRAWING NO.	REVISION NO.
NOTED	1:1	TPT	JMB	RAH	MAY 11, 2023	21-1103-0027	S100	A

NORTH WASHINGTON AVE.
CULVERT REPAIR

DEMOLITION AND
INSPECTION PLAN



DEMOLITION / INSPECTION PLAN
SCALE: 1" = 20'







TYPICAL INSPECTION PHOTOGRAPHS
SCALE: N.T.S.



KEY PLAN

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REVISION NO.	DESCRIPTION	DATE	BY
A	ISSUE FOR REVIEW	5/11/23	JD

CITY OF MOBILE
MOBILE, ALABAMA

thompson ENGINEERING

NORTH WASHINGTON AVE.
CULVERT REPAIR

DEMOLITION AND
INSPECTION PLAN

SCALE	CAD DATE	DRAWN BY	CHECKED BY	APPROVED BY	DATE	JOB NO.	DRAWING NO.	REVISION NO.
NOTED	1:1	TPT	JHB	RAH	MAY 11, 2023	21-1103-0027	S101	A



DEMOLITION / INSPECTION PLAN

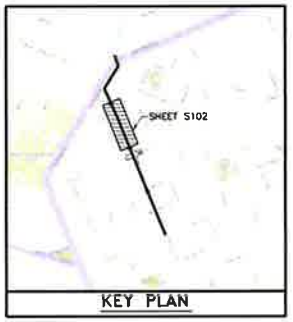
SCALE: 1" = 20'



TYPICAL INSPECTION PHOTOGRAPHS

SCALE: N.T.S.





KEY PLAN

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REVISION NO.	DESCRIPTION	DATE	BY
A	ISSUE FOR REVIEW	5/11/23	JD

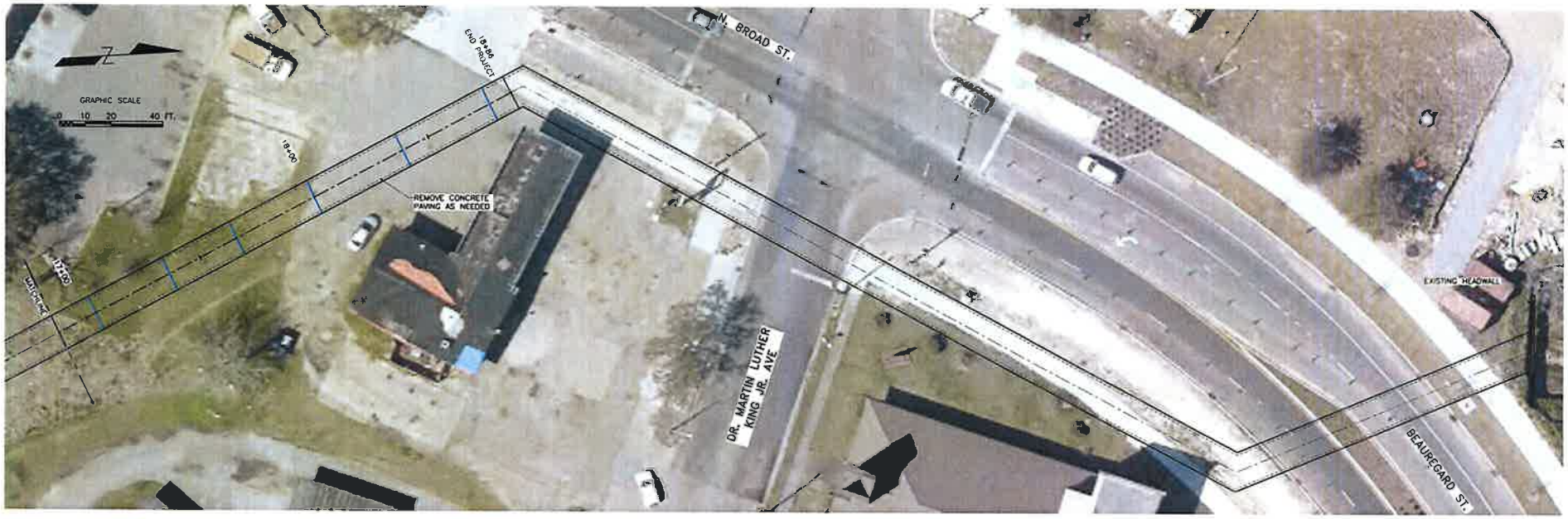
CITY OF MOBILE
MOBILE, ALABAMA

thompson ENGINEERING

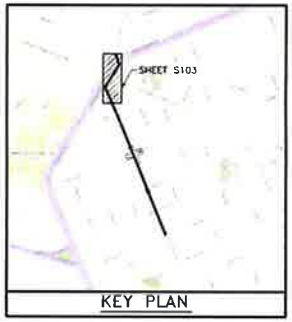
NORTH WASHINGTON AVE.
CULVERT REPAIR

DEMOLITION AND
INSPECTION PLAN

SCALE	PLOT SCALE	DRAWN BY	CHECKED BY	APPROVED BY	DATE	JOB NO	DRAWING NO	REVISION NO
NOTED	1:1	TPT	JMB	RAM	MAY 11, 2023	21-1103-0027	S102	A



DEMOLITION / INSPECTION PLAN
SCALE: 1" = 20'



KEY PLAN







TYPICAL INSPECTION PHOTOGRAPHS
SCALE: N.T.S.

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REVISION NO.	DESCRIPTION	DATE	BY
A	ISSUE FOR REVIEW	5/11/23	JD

CITY OF MOBILE
MOBILE, ALABAMA

thompson ENGINEERING

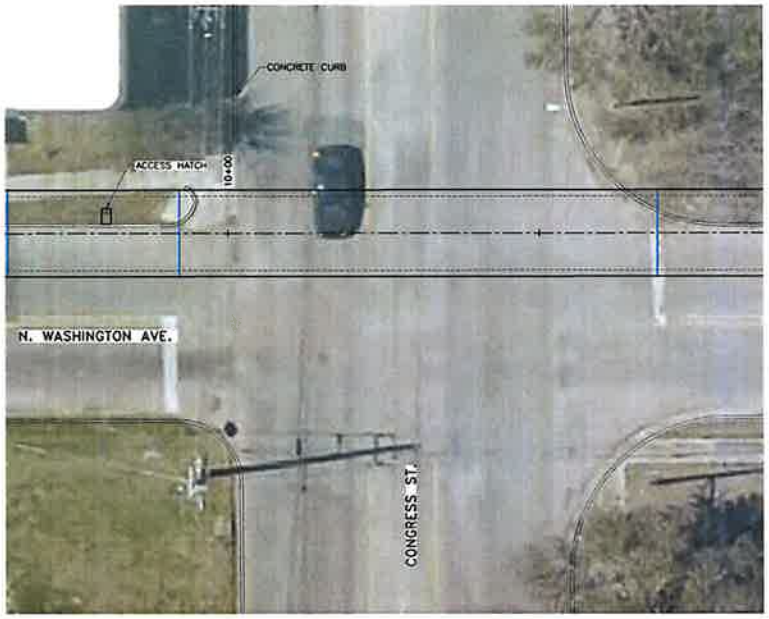
NORTH WASHINGTON AVE.
CULVERT REPAIR

DEMOLITION AND
INSPECTION PLAN

SCALE	DRAWN BY	CHECKED BY	APPROVED BY	DATE	JOB NO.	DRAWING NO.	REVISION NO.
NOTED	TPT	JHB	RAH	MAY 11, 2023	21-1103-0027	S103	A

GRAPHIC SCALE

0 5 10 20 FT.



CROSSING AT CONGRESS ST. PLAN

SCALE: 1" = 10'



KEY PLAN

THIS DRAWING REPRESENTS DESIGNS PREPARED BY THOMPSON ENGINEERING FOR SPECIFIC USE ON THIS PROJECT AND IS NOT TO BE COPIED, REPRODUCED, OR ALTERED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE THOMPSON ENGINEERING REPRESENTATIVE AUTHORIZED TO APPROVE THIS USE. UNAUTHORIZED USE IS SUBJECT TO LEGAL ACTION UNDER STATE AND FEDERAL LAW.

REVISION NO.	DESCRIPTION	DATE	BY
A	ISSUE FOR REVIEW	5/11/23	JD

CITY OF MOBILE
MOBILE, ALABAMA

thompson ENGINEERING

NORTH WASHINGTON AVE.
CULVERT REPAIR

CROSSING AT
CONGRESS ST. PLAN

SCALE	LINE WIDTH	DRAWN BY	CHECKED BY	APPROVED BY	DATE	JOB NO.	DRAWING NO.	REVISION NO.
NOTED	1:1	TPT	JMB	RAH	MAY 11, 2023	21-1103-0027	S104	A

ATTACHMENT "H"

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 8/30/2023

Name of Project: N. WASHINGTON AVE - STREET AND CULVERT REPAIRS
Project Number: 2023-3005-19

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID "OPTION A":	$ 207,027.06
BASE BID "OPTION B":	$ 207,027.06

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 M'Elhenney Construction Co. LLC

Mailing Address PO Box 1409 Theodore AL 36590

***By (Legal Signature)** [signature]

*Name (type or print) Josh M'Elhenney (Seal)

*Title President

Telephone Number 251-973-0030

Addendum No. 1

thompson
ENGINEERING

To: All Bidders

From: Matt Rogers

Date: August 25, 2023

RE: N. Washington Avenue Street and Culvert Repairs
City of Mobile Project No. 2023-3005-19

The plans and specifications for the above referenced project are hereby revised as follows:

General:

1) A copy of the sign-in sheet from the mandatory pre-bid conference on August 23, 2023 is attached.
2) A copy of all addenda (Addendum No. 1 dated August 25, 2023) shall be stapled to the inside cover of the bid book.

Project Scope:

1) The scope of work is described in the contract includes but is not limited to:
   a) Culvert repair along N. Washington Avenue between St. Louis Street and N. Broad Street.
   b) Approximate limits of construction will be from existing centerline of N. Washington Avenue to back of sidewalk along north ROW.
   c) Additional items of work include removal and reconstruction of existing curb, sidewalk, driveways, asphalt, landscaping, etc.

2) The Bid has two options (Option A and Option B) for completion timeframe:
   a) Base Bid Option A: Completion date of January 31, 2024.
   b) Base Bid Option B: Completion within 180 working days.
   c) Both bid options shall be completed in order to be considered a responsive bid.

Clarifications:

The following clarifications are issued in response to questions and requests for information.

1) The contract time for Base Bid Option B has been increased to 180 working days.

2) Item III – Proposal (page 10) – The base bid options were swapped. This should read: The bidder further agrees to construct the improvements in calendar days with an end date of January 31, 2024 (Base Bid Option A); or 180 working days (Base Bid Option B).

3) The bid forms for Option A and Option B have been revised as follows. A revised copy of Item III (all 11 pages) is attached herein.
   a) Base Bid

2970 Cottage Hill Road. Suite 190, Mobile, AL 36606
thompsonengineering.com | 251.666-2443

i) Remove *301E002 – Crushed Aggregate Base Course, Type A, Plant Mixed*, 600 Tons
ii) Add *301E008 - Crushed Aggregate Base Course, Type B, Plant Mixed*, 600 Tons
iii) Increase quantity for *502A000 – Steel Reinforcement* to 222,000 LB.
iv) Add *524A010 – Culvert Concrete,* 1,100 CUYD.
v) Remove *524A011 – Culvert Concrete (Cast-In-Place),* 1,000 CUYD.
vi) Increase quantity for *618E000 – Regular and Modified Truncated Dome Insert for New or Existing Handicap Ramps* to 14 EA.
vii) Add 640A004 – Underground Utility Adjustment (Gas), 200 LF.
viii) Add 640A005 – Underground Utility Adjustment (Water), 200 LF.
ix) Add 640A006 – Underground Utility Adjustment (Sewerage), 200 LF.
x) Increase quantity for *674A000 – Construction Safety* Fence to 4,000 LF.
xi) Remove *740A000 – Traffic Control Scheme, 1 LS*.
xii) Add *740B000 – Construction Signs*, 750 SQFT.
xiii) Add *740D000 – Channelizing Drums*, 100 EA.
xiv) Add *740F001 – Barricades, Type II*, 12 EA.
xv) Add *740F002 – Barricades, Type III*, 24 EA.
xvi) Add *740I002 – Warning Lights, Type B*, 75 EA.
xvii) Add *742A001 – Portable Changeable Message Sign, Type 2,* 4 EA.
xviii) Increase unit price for *999A000 – Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer* to $75,000.00.

b) Additive Alternate No. 1 has been removed.

4) There will be no direct payment for saw cutting. This will be a subsidiary obligation to the applicable pay item for removal.

5) There are no restrictions on working hours.

6) Item VIII – Special Provisions – The DBE Utilization goal for this project specified in Note 4 has been revised to 2%. Note 4 should read: *The successful bidder shall make every reasonable effort to have at least two (2%) 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.*

7) The City owns a half-acre lot at the corner of Lyons Street and Adams Street that is available for contractor staging. Other staging areas shall be coordinated by the contractor and a copy of said agreement shall be provided to the City and the Engineer.

8) ALDOT approved concrete mixes will not be required for this project. However, the culvert concrete shall meet a minimum compressive strength of 4,000 PSI at 28 days. All other concrete shall meet a minimum compressive strength of 3,000 PSI at 28 days unless otherwise directed by the engineer.

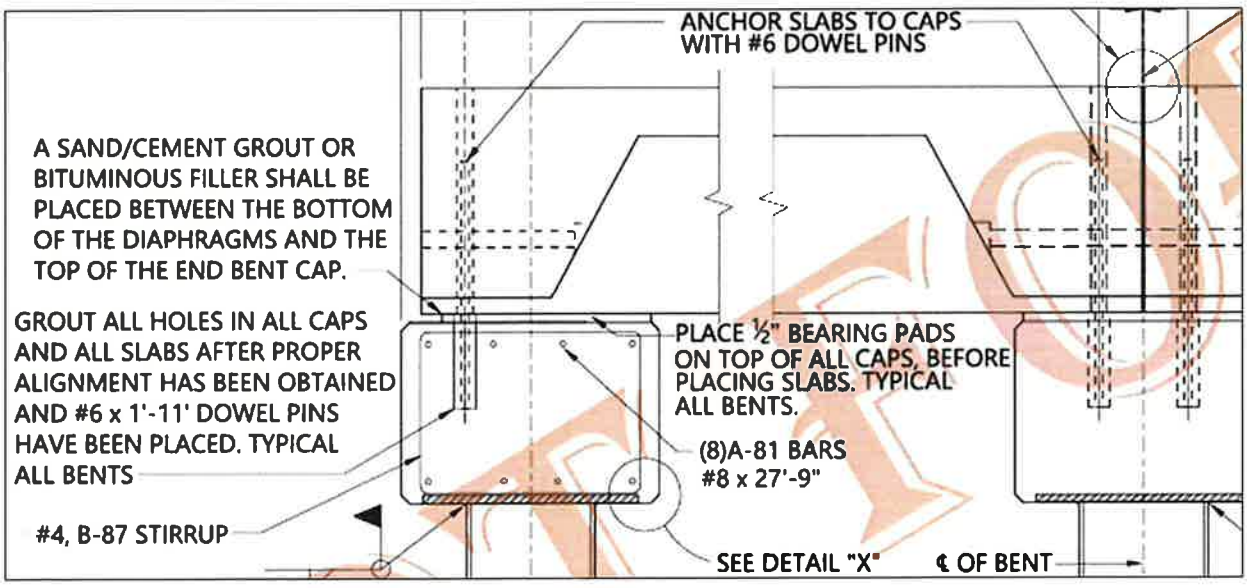
9) The allowable bearing pressure for the proposed culvert is 2.125ksf. During construction, the engineer can evaluate the loading applied to the culvert by specific equipment and construction methods and determine if additional matting is required.

10) The estimated date of Notice to Proceed is October 2, 2023.

11) On Sheet G101, Note 8 states *The contractor at no direct payment will support any utilities encountered during construction, requiring support. The 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.*

    It is the responsibility of the contractor to coordinate with Alabama Power (and/or other utilities as applicable) to ensure the structural integrity of all utility poles during construction at no additional cost to the City.

12) The following detail is acceptable for connecting the precast panel to the existing culvert.
    a) Standard #6 rebar for the dowel connection.
    b) ½" thick elastomeric for bearing.



13) Essve Tech is an approved supplier for the corrugated dowel tubes (see attached contact information). Please use these (or approved equal) and not a blockout. Also, non-headed rebar will be acceptable provided there is at least 1.5" cover of concrete over the dowel bars and the dowels extend up into the precast panel at least 10".

The bidders on this project are advised to email a signed copy of this sheet to the office of Thompson Engineering Inc. (mrogers@thompsonengineering.com) prior to Tuesday, August 29, 2023 at 5:00 PM. **A copy of the entire addendum (all 17 pages) must be stapled to the inside front cover of the bid book and the modified bid form shall be used.** If you have any questions regarding this addendum, please contact our office.

Sincerely,
Thompson Engineering Inc.

Matthew C. Rogers, P.E.
Principal Engineer / Team Lead

SIGNED:

McElheney Construction Company, LLC
Company Name

Contractors Representative

8/28/2023
Date

Revised per Addendum No. 1
August 25, 2023

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date _____

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the THOMPSON ENGINEERING, as well as the premises.

Project No: 2023-3005-19
Project Name: N. WASHINGTON AVE – STREET AND CULVERT REPAIRS
Project Description: Repairs to culvert and associated street restoration.
Major work items include: Culvert, Resurfacing

The Bidder further agrees to construct the improvements in **calendar days with an end date of January 31, 2024 (Base Bid Option A) or 180 working days (Base Bid Option B)**; as chosen by the City.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to Thompson Engineering, 2970 Cottage Hill Road, Suite 190, Mobile, Alabama 36606. In order to receive consideration, the request must be received before 12:00 p.m. on August 25, 2023. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID OPTION A SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201A000	1	Lump Sum	Clearing And Grubbing	No Dollars and No Cents		$0.00
205D001	3000	Square Yard	Removal of Structure (Partial)	No Dollars and No Cents		$0.00
206C000	500	Square Yard	Removing Concrete Sidewalk	No Dollars and No Cents		$0.00
206C010	250	Square Yard	Removing Concrete Driveway	No Dollars and No Cents		$0.00
206C019	3000	Square Yard	Removing Asphalt Pavement	No Dollars and No Cents		$0.00
206D002	950	Linear Foot	Removing Curb	No Dollars and No Cents		$0.00
210A000	1800	Cubic Yard	Unclassified Excavation	No Dollars and No Cents		$0.00
210D022	2400	Cubic Yard	Borrow Excavation (Loose Truckbed Measurement)(A-2-4(0) or A-4(0)	No Dollars and No Cents		$0.00
301E008	600	Ton	Crushed Aggregate Base Course, Type B, Plant Mixed	No Dollars and No Cents		$0.00
429A220	250	Ton	Improved Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	No Dollars and No Cents		$0.00
429B223	300	Ton	Improved Bituminous Concrete Binder Layer, Patching, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	No Dollars and No Cents		$0.00
429B227	165	Ton	Improved Bituminous Concrete Binder Layer, Leveling, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	No Dollars and No Cents		$0.00
430B050	100	Ton	Aggregate Surfacing (ALDOT #1)	No Dollars and No Cents		$0.00
454A100	200	Linear Foot	Cleaning And Sealing Concrete Culvert (Epoxy Injection) (All Sizes And Lengths)	No Dollars and No Cents		$0.00

BASE BID OPTION A SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
490D001	400	Square Foot	Culvert Spall Repair	No Dollars and No Cents		$0.00
502A000	222000	Pound	Steel Reinforcement	No Dollars and No Cents		$0.00
524A010	1100	Cubic Yard	Culvert Concrete	No Dollars and No Cents		$0.00
600A000	1	Lump Sum	Mobilization	No Dollars and No Cents		$0.00
610D003	3900	Square Yard	Filter Blanket, Geotextile	No Dollars and No Cents		$0.00
618A000	400	Square Yard	Concrete Sidewalk, 4" Thick	No Dollars and No Cents		$0.00
618A003	100	Square Yard	Concrete Sidewalk, 5" Thick	No Dollars and No Cents		$0.00
618B008	250	Square Yard	Concrete Driveway, 5" Thick (Includes Wire Mesh)	No Dollars and No Cents		$0.00
618E000	14	Each	Regular and Modified Truncated Dome Insert for New or Existing Handicap Ramps	No Dollars and No Cents		$0.00
620A000	20	Cubic Yard	Minor Structure Concrete	No Dollars and No Cents		$0.00
621E100	9	Each	Manholes, Type L Or M (Partial)	No Dollars and No Cents		$0.00
621M000	6	Each	Remove Existing Manhole	No Dollars and No Cents		$0.00
623B002	950	Linear Foot	Concrete Curb, Type A	No Dollars and No Cents		$0.00
640A004	200	Linear Foot	Underground Utility Adjustment (Gas)	No Dollars and No Cents		$0.00

BASE BID OPTION A SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
640A005	200	Linear Foot	Underground Utility Adjustment (Water)	No Dollars and No Cents		$0.00
640A006	200	Linear Foot	Underground Utility Adjustment (Sewerage)	No Dollars and No Cents		$0.00
650A000	60	Cubic Yard	Topsoil	No Dollars and No Cents		$0.00
654A001	600	Square Yard	Solid Sodding (Bermuda)	No Dollars and No Cents		$0.00
665E000	1000	Square Yard	Polyethylene	No Dollars and No Cents		$0.00
665G000	50	Each	Sand Bags	No Dollars and No Cents		$0.00
665J002	1000	Linear Foot	Silt Fence	No Dollars and No Cents		$0.00
665O001	1000	Linear Foot	Silt Fence Removal	No Dollars and No Cents		$0.00
665Q002	200	Linear Foot	Wattle	No Dollars and No Cents		$0.00
674A000	4000	Linear Foot	Construction Safety Fence	No Dollars and No Cents		$0.00
680A001	1	Lump Sum	Geometric Controls	No Dollars and No Cents		$0.00
690B000	22	Week	Portable Toilet	No Dollars and No Cents		$0.00
703D001	200	Square Foot	Temporary Traffic Control Markings	No Dollars and No Cents		$0.00
740B000	750	Square Foot	Construction Signs	No Dollars and No Cents		$0.00

BASE BID OPTION A SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
740D000	100	Each	Channelizing Drums	No Dollars and No Cents		$0.00
740F001	12	Each	Barricades, Type II	No Dollars and No Cents		$0.00
740F002	24	Each	Barricades, Type III	No Dollars and No Cents		$0.00
740I002	75	Each	Warning Lights, Type B	No Dollars and No Cents		$0.00
742A001	4	Each	Portable Changeable Message Sign, Type 2	No Dollars and No Cents		$0.00
999A000	1	Lump Sum	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer	Seventy Five Thousand Dollars and No Cents	$75,000.00	$75,000.00
			TOTAL BASE BID OPTION A			

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY _____

SIGNATURE _____

DATE _____

Revised per Addendum No. 1
August 25, 2023

Base Bid Option A

Total (All items listed in Proposal) _____

Written in words _____

Completion Date **January 31, 2024**

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

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

BASE BID OPTION B SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201A000	1	Lump Sum	Clearing And Grubbing	No Dollars and No Cents		$0.00
205D001	3000	Square Yard	Removal of Structure (Partial)	No Dollars and No Cents		$0.00
206C000	500	Square Yard	Removing Concrete Sidewalk	No Dollars and No Cents		$0.00
206C010	250	Square Yard	Removing Concrete Driveway	No Dollars and No Cents		$0.00
206C019	3000	Square Yard	Removing Asphalt Pavement	No Dollars and No Cents		$0.00
206D002	950	Linear Foot	Removing Curb	No Dollars and No Cents		$0.00
210A000	1800	Cubic Yard	Unclassified Excavation	No Dollars and No Cents		$0.00
210D022	2400	Cubic Yard	Borrow Excavation (Loose Truckbed Measurement)(A-2-4(0) or A-4(0)	No Dollars and No Cents		$0.00
301E008	600	Ton	Crushed Aggregate Base Course, Type B, Plant Mixed	No Dollars and No Cents		$0.00
429A220	250	Ton	Improved Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	No Dollars and No Cents		$0.00
429B223	300	Ton	Improved Bituminous Concrete Binder Layer, Patching, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	No Dollars and No Cents		$0.00
429B227	165	Ton	Improved Bituminous Concrete Binder Layer, Leveling, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	No Dollars and No Cents		$0.00
430B050	100	Ton	Aggregate Surfacing (ALDOT #1)	No Dollars and No Cents		$0.00
454A100	200	Linear Foot	Cleaning And Sealing Concrete Culvert (Epoxy Injection) (All Sizes And Lengths)	No Dollars and No Cents		$0.00

BASE BID OPTION B SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
490D001	400	Square Foot	Culvert Spall Repair	No Dollars and No Cents		$0.00
502A000	222000	Pound	Steel Reinforcement	No Dollars and No Cents		$0.00
524A010	1100	Cubic Yard	Culvert Concrete	No Dollars and No Cents		$0.00
600A000	1	Lump Sum	Mobilization	No Dollars and No Cents		$0.00
610D003	3900	Square Yard	Filter Blanket, Geotextile	No Dollars and No Cents		$0.00
618A000	400	Square Yard	Concrete Sidewalk, 4" Thick	No Dollars and No Cents		$0.00
618A003	100	Square Yard	Concrete Sidewalk, 5" Thick	No Dollars and No Cents		$0.00
618B008	250	Square Yard	Concrete Driveway, 5" Thick (Includes Wire Mesh)	No Dollars and No Cents		$0.00
618E000	14	Each	Regular and Modified Truncated Dome Insert for New or Existing Handicap Ramps	No Dollars and No Cents		$0.00
620A000	20	Cubic Yard	Minor Structure Concrete	No Dollars and No Cents		$0.00
621E100	9	Each	Manholes, Type L Or M (Partial)	No Dollars and No Cents		$0.00
621M000	6	Each	Remove Existing Manhole	No Dollars and No Cents		$0.00
623B002	950	Linear Foot	Concrete Curb, Type A	No Dollars and No Cents		$0.00
640A004	200	Linear Foot	Underground Utility Adjustment (Gas)	No Dollars and No Cents		$0.00

BASE BID OPTION B SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
640A005	200	Linear Foot	Underground Utility Adjustment (Water)	No Dollars and No Cents		$0.00
640A006	200	Linear Foot	Underground Utility Adjustment (Sewerage)	No Dollars and No Cents		$0.00
650A000	60	Cubic Yard	Topsoil	No Dollars and No Cents		$0.00
654A001	600	Square Yard	Solid Sodding (Bermuda)	No Dollars and No Cents		$0.00
665E000	1000	Square Yard	Polyethylene	No Dollars and No Cents		$0.00
665G000	50	Each	Sand Bags	No Dollars and No Cents		$0.00
665J002	1000	Linear Foot	Silt Fence	No Dollars and No Cents		$0.00
665O001	1000	Linear Foot	Silt Fence Removal	No Dollars and No Cents		$0.00
665Q002	200	Linear Foot	Wattle	No Dollars and No Cents		$0.00
674A000	4000	Linear Foot	Construction Safety Fence	No Dollars and No Cents		$0.00
680A001	1	Lump Sum	Geometric Controls	No Dollars and No Cents		$0.00
690B000	22	Week	Portable Toilet	No Dollars and No Cents		$0.00
703D001	200	Square Foot	Temporary Traffic Control Markings	No Dollars and No Cents		$0.00
740B000	750	Square Foot	Construction Signs	No Dollars and No Cents		$0.00

BASE BID OPTION B SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
740D000	100	Each	Channelizing Drums	No Dollars and No Cents		$0.00
740F001	12	Each	Barricades, Type II	No Dollars and No Cents		$0.00
740F002	24	Each	Barricades, Type III	No Dollars and No Cents		$0.00
740I002	75	Each	Warning Lights, Type B	No Dollars and No Cents		$0.00
742A001	4	Each	Portable Changeable Message Sign, Type 2	No Dollars and No Cents		$0.00
999A000	1	Lump Sum	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer	Seventy Five Thousand Dollars and No Cents	$75,000.00	$75,000.00
			TOTAL BASE BID OPTION B			

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY _____

SIGNATURE _____

DATE _____

Revised per Addendum No. 1
August 25, 2023

Base Bid Option B

Total (All items listed in Proposal) _____

Written in words _____

Number of working days to complete **180**

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

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

(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 two (2%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one-year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the

ESSVE TECH, INC.

Corrugated Dowel Tubes

for Concrete Piles





Diameter (nominal)		Weight (lb./lin.ft.)
Inside	Outside	
1 1/2	2	0.56
1 3/4	2 1/8	0.60
2	2 3/8	0.67
2 1/8	2 1/2	0.71
2 3/8	2 3/4	0.75
2 5/8	2 7/8	0.85
2 3/4	3 1/8	0.88
3	3 3/8	0.96
3 1/8	3 1/2	0.98
3 3/8	3 3/4	0.90
3 1/2	3 7/8	0.94
3 3/4	4 1/8	1.00
4	4 1/4	1.04
4 1/8	4 1/2	1.13
4 1/4	4 5/8	1.21
4 1/2	4 7/8	1.29
4 3/4	5 1/8	1.35
5	5 1/4	1.40
5 1/8	5 1/2	1.47
6	6 1/4	1.94
6 1/8	6 1/2	2.07

Casting Corrugated Dowel Tubes in concrete piles pre-forms the holes to receive dowels connecting the pile to the pile cap. It is a much less expensive and more precise option than drilling the pile head after driving. In cases when pile depth is not known, tubes can be cast in at longer lengths since they are easily cut once the proper tip elevation is reached.





Addendum No. 2

thompson
ENGINEERING

To: All Bidders

From: Matt Rogers

Date: August 29, 2023

RE: N. Washington Avenue Street and Culvert Repairs
City of Mobile Project No. 2023-3005-19

The plans and specifications for the above referenced project are hereby revised as follows:

Clarifications:
The following clarifications are issued in response to questions and requests for information.

1) The bid forms for Option A and Option B have been revised as follows. A revised copy of Item III (all 11 pages) is attached herein.
   a) Remove 640A004 – Underground Utility Adjustment (Gas), 200 LF.

2) An excel spreadsheet is included with this Addendum via email. This is provided as a courtesy, however the bidder shall be responsible for ensuring the accuracy of any quantities, unit prices, and equations.

The bidders on this project are advised to email a signed copy of this sheet to the office of Thompson Engineering Inc. (mrogers@thompsonengineering.com) prior to Tuesday, August 29, 2023 at 5:00 PM. **A copy of all addenda (all 17 pages of Addendum No. 1 and all 12 pages of Addendum No. 2) must be attached to the inside front cover of the bid book and the modified bid form from Addendum No. 2 shall be used.** If you have any questions regarding this addendum, please contact our office.

Sincerely,
Thompson Engineering Inc.

Matthew C. Rogers, P.E.
Principal Engineer / Team Lead

SIGNED:

McElhenney Construction Company, LLC
Company Name

Contractors Representative

8/29/2023
Date

Revised per Addendum No. 2
August 29, 2023

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date _____

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the THOMPSON ENGINEERING, as well as the premises.

Project No: 2023-3005-19
Project Name: N. WASHINGTON AVE – STREET AND CULVERT REPAIRS
Project Description: Repairs to culvert and associated street restoration.
Major work items include: Culvert, Resurfacing

The Bidder further agrees to construct the improvements in **calendar days with an end date of January 31, 2024 (Base Bid Option A)** or **180 working days (Base Bid Option B);** as chosen by the City.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to Thompson Engineering, 2970 Cottage Hill Road, Suite 190, Mobile, Alabama 36606. In order to receive consideration, the request must be received before 12:00 p.m. on August 25, 2023. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID OPTION A SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201A000	1	Lump Sum	Clearing And Grubbing	No Dollars and No Cents		
205D001	3000	Square Yard	Removal of Structure (Partial)	No Dollars and No Cents		
206C000	500	Square Yard	Removing Concrete Sidewalk	No Dollars and No Cents		
206C010	250	Square Yard	Removing Concrete Driveway	No Dollars and No Cents		
206C019	3000	Square Yard	Removing Asphalt Pavement	No Dollars and No Cents		
206D002	950	Linear Foot	Removing Curb	No Dollars and No Cents		
210A000	1800	Cubic Yard	Unclassified Excavation	No Dollars and No Cents		
210D022	2400	Cubic Yard	Borrow Excavation (Loose Truckbed Measurement)(A-2-4(0) or A-4(0)	No Dollars and No Cents		
301E008	600	Ton	Crushed Aggregate Base Course, Type B, Plant Mixed	No Dollars and No Cents		
429A220	250	Ton	Improved Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	No Dollars and No Cents		
429B223	300	Ton	Improved Bituminous Concrete Binder Layer, Patching, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	No Dollars and No Cents		
429B227	165	Ton	Improved Bituminous Concrete Binder Layer, Leveling, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	No Dollars and No Cents		
430B050	100	Ton	Aggregate Surfacing (ALDOT #1)	No Dollars and No Cents		
454A100	200	Linear Foot	Cleaning And Sealing Concrete Culvert (Epoxy Injection) (All Sizes And Lengths)	No Dollars and No Cents		

BASE BID OPTION A SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
490D001	400	Square Foot	Culvert Spall Repair	No Dollars and No Cents		
502A000	222000	Pound	Steel Reinforcement	No Dollars and No Cents		
524A010	1100	Cubic Yard	Culvert Concrete	No Dollars and No Cents		
600A000	1	Lump Sum	Mobilization	No Dollars and No Cents		
610D003	3900	Square Yard	Filter Blanket, Geotextile	No Dollars and No Cents		
618A000	400	Square Yard	Concrete Sidewalk, 4" Thick	No Dollars and No Cents		
618A003	100	Square Yard	Concrete Sidewalk, 5" Thick	No Dollars and No Cents		
618B008	250	Square Yard	Concrete Driveway, 5" Thick (Includes Wire Mesh)	No Dollars and No Cents		
618E000	14	Each	Regular and Modified Truncated Dome Insert for New or Existing Handicap Ramps	No Dollars and No Cents		
620A000	20	Cubic Yard	Minor Structure Concrete	No Dollars and No Cents		
621E100	9	Each	Manholes, Type L Or M (Partial)	No Dollars and No Cents		
621M000	6	Each	Remove Existing Manhole	No Dollars and No Cents		
623B002	950	Linear Foot	Concrete Curb, Type A	No Dollars and No Cents		
640A005	200	Linear Foot	Underground Utility Adjustment (Water)	No Dollars and No Cents		

BASE BID OPTION A SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
640A006	200	Linear Foot	Underground Utility Adjustment (Sewerage)	No Dollars and No Cents		
650A000	60	Cubic Yard	Topsoil	No Dollars and No Cents		
654A001	600	Square Yard	Solid Sodding (Bermuda)	No Dollars and No Cents		
665E000	1000	Square Yard	Polyethylene	No Dollars and No Cents		
665G000	50	Each	Sand Bags	No Dollars and No Cents		
665J002	1000	Linear Foot	Silt Fence	No Dollars and No Cents		
665O001	1000	Linear Foot	Silt Fence Removal	No Dollars and No Cents		
665Q002	200	Linear Foot	Wattle	No Dollars and No Cents		
674A000	4000	Linear Foot	Construction Safety Fence	No Dollars and No Cents		
680A001	1	Lump Sum	Geometric Controls	No Dollars and No Cents		
690B000	22	Week	Portable Toilet	No Dollars and No Cents		
703D001	200	Square Foot	Temporary Traffic Control Markings	No Dollars and No Cents		
740B000	750	Square Foot	Construction Signs	No Dollars and No Cents		
740D000	100	Each	Channelizing Drums	No Dollars and No Cents		

BASE BID OPTION A SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
740F001	12	Each	Barricades, Type II	No Dollars and No Cents		
740F002	24	Each	Barricades, Type III	No Dollars and No Cents		
740I002	75	Each	Warning Lights, Type B	No Dollars and No Cents		
742A001	4	Each	Portable Changeable Message Sign, Type 2	No Dollars and No Cents		
999A000	1	Lump Sum	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer	Seventy Five Thousand Dollars and No Cents	$75,000.00	
			TOTAL BASE BID OPTION A			

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY _____

SIGNATURE _____

DATE _____

Revised per Addendum No. 2
August 29, 2023

Base Bid Option A

Total (All items listed in Proposal) _____

Written in words _____

Completion Date **January 31, 2024**

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

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

BASE BID OPTION B SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201A000	1	Lump Sum	Clearing And Grubbing	No Dollars and No Cents		
205D001	3000	Square Yard	Removal of Structure (Partial)	No Dollars and No Cents		
206C000	500	Square Yard	Removing Concrete Sidewalk	No Dollars and No Cents		
206C010	250	Square Yard	Removing Concrete Driveway	No Dollars and No Cents		
206C019	3000	Square Yard	Removing Asphalt Pavement	No Dollars and No Cents		
206D002	950	Linear Foot	Removing Curb	No Dollars and No Cents		
210A000	1800	Cubic Yard	Unclassified Excavation	No Dollars and No Cents		
210D022	2400	Cubic Yard	Borrow Excavation (Loose Truckbed Measurement)(A-2-4(0) or A-4(0)	No Dollars and No Cents		
301E008	600	Ton	Crushed Aggregate Base Course, Type B, Plant Mixed	No Dollars and No Cents		
429A220	250	Ton	Improved Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	No Dollars and No Cents		
429B223	300	Ton	Improved Bituminous Concrete Binder Layer, Patching, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	No Dollars and No Cents		
429B227	165	Ton	Improved Bituminous Concrete Binder Layer, Leveling, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	No Dollars and No Cents		
430B050	100	Ton	Aggregate Surfacing (ALDOT #1)	No Dollars and No Cents		
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BASE BID OPTION B SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

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490D001	400	Square Foot	Culvert Spall Repair	No Dollars and No Cents		
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524A010	1100	Cubic Yard	Culvert Concrete	No Dollars and No Cents		
600A000	1	Lump Sum	Mobilization	No Dollars and No Cents		
610D003	3900	Square Yard	Filter Blanket, Geotextile	No Dollars and No Cents		
618A000	400	Square Yard	Concrete Sidewalk, 4" Thick	No Dollars and No Cents		
618A003	100	Square Yard	Concrete Sidewalk, 5" Thick	No Dollars and No Cents		
618B008	250	Square Yard	Concrete Driveway, 5" Thick (Includes Wire Mesh)	No Dollars and No Cents		
618E000	14	Each	Regular and Modified Truncated Dome Insert for New or Existing Handicap Ramps	No Dollars and No Cents		
620A000	20	Cubic Yard	Minor Structure Concrete	No Dollars and No Cents		
621E100	9	Each	Manholes, Type L Or M (Partial)	No Dollars and No Cents		
621M000	6	Each	Remove Existing Manhole	No Dollars and No Cents		
623B002	950	Linear Foot	Concrete Curb, Type A	No Dollars and No Cents		
640A005	200	Linear Foot	Underground Utility Adjustment (Water)	No Dollars and No Cents		

BASE BID OPTION B SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
640A006	200	Linear Foot	Underground Utility Adjustment (Sewerage)	No Dollars and No Cents		
650A000	60	Cubic Yard	Topsoil	No Dollars and No Cents		
654A001	600	Square Yard	Solid Sodding (Bermuda)	No Dollars and No Cents		
665E000	1000	Square Yard	Polyethylene	No Dollars and No Cents		
665G000	50	Each	Sand Bags	No Dollars and No Cents		
665J002	1000	Linear Foot	Silt Fence	No Dollars and No Cents		
665O001	1000	Linear Foot	Silt Fence Removal	No Dollars and No Cents		
665Q002	200	Linear Foot	Wattle	No Dollars and No Cents		
674A000	4000	Linear Foot	Construction Safety Fence	No Dollars and No Cents		
680A001	1	Lump Sum	Geometric Controls	No Dollars and No Cents		
690B000	22	Week	Portable Toilet	No Dollars and No Cents		
703D001	200	Square Foot	Temporary Traffic Control Markings	No Dollars and No Cents		
740B000	750	Square Foot	Construction Signs	No Dollars and No Cents		
740D000	100	Each	Channelizing Drums	No Dollars and No Cents		

BASE BID OPTION B SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
740F001	12	Each	Barricades, Type II	No Dollars and No Cents		
740F002	24	Each	Barricades, Type III	No Dollars and No Cents		
740I002	75	Each	Warning Lights, Type B	No Dollars and No Cents		
742A001	4	Each	Portable Changeable Message Sign, Type 2	No Dollars and No Cents		
999A000	1	Lump Sum	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer	Seventy Five Thousand Dollars and No Cents	$75,000.00	
			TOTAL BASE BID OPTION B			

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY _____

SIGNATURE _____

DATE _____

Revised per Addendum No. 2
August 29, 2023

Base Bid Option B

Total (All items listed in Proposal) _____

Written in words _____

Number of working days to complete **180**

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

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

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Submitted by:

Marc Vassallo, Public Services

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

1 Year, renewable for 2 addl 1 yr periods, contract with Emerald Coast Utilities Authority to accept City single stream recycling at ECUA's Material Recycling Facility in Escambia County FL. City will pay ECUA $60 per ton of product received. ECUA Board will approve/sign at their next meeting.

General fund.

Amount of Contract:

NTE $90,000 per year

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

ATTACHMENTS:

Description	Type	Upload Date
2023 Agenda Package ECUA Contract	Cover Memo	9/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	9/7/2023 - 11:15 AM
Legal	Kern, Chris	Approved	9/7/2023 - 2:11 PM

Legal	Kern, Chris	Approved	9/7/2023 - 2:11 PM
Mayors Office	Montgomery, Brandi	Approved	9/7/2023 - 2:54 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.*

NOTE: submitted in anticipation of ECUA Board approval @ their next meeting.

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 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 Emerald Coast Utilities Authority, for a period to begin October 1, 2023, and to expire on September 30, 2023, renewable annually for up to two additional years without further City Council Approval, for the receipt and processing of City of Mobile recyclables in an amount as needed not to exceed $90,000 per year, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____
City Clerk

INTERLOCAL AGREEMENT BETWEEN THE EMERALD COAST UTILITIES AUTHORITY AND THE CITY OF MOBILE, ALABAMA FOR THE ACCEPTANCE AND PROCESSING OF SOURCE SEPARATED RECYCIABLES

This Interlocal Agreement (hereinafter "Agreement") for the Acceptance and Processing of Source Separated Recyclables (hereinafter "SSR") is made and entered into as of this ____ day of _____, 2023, by and between the Emerald Coast Utilities Authority, an independent special district created by the Laws of Florida (hereinafter "ECUA") with administrative offices located at 9255 Sturdevant Street, Pensacola, Florida 32514, and the City of Mobile, Alabama, a municipal corporation of the State of Alabama (hereinafter "City"), with administrative offices located at 205 Government St., Mobile, Alabama 36602 (each at times also being referred to as a "Party" or collectively as "Parties").

WITNESSETH:

WHEREAS the City and ECUA are authorized by Section 163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible;

WHEREAS the City operates Recycling Drop-Off Centers which are strategically located in Mobile, Alabama, and at which individuals may deposit SSR which have been removed from the City's solid waste stream;

WHEREAS the SSR collected in the City must be processed and sorted into separate commodities to facilitate their resale so that the recyclable materials may be recycled and put to beneficial use;

WHEREAS ECUA has a Materials Recycling Facility (hereinafter "MRF") which is capable of processing SSR;

WHEREAS the City would like to deliver all of the SSR collected at its Recycling Drop-off Centers during the term of the agreement to the ECUA MRF so that the SSR may be processed, segregated into recyclable commodities, and put to beneficial use;

WHEREAS the Parties desire to clarify the terms and conditions under which the City may deliver and the ECUA MRF may accept SSR collected by the City.

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Recitals. The recitals contained in the preamble to this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Definitions. As used in this Agreement the following terms shall have the following meanings:

2.1 *Applicable Law* -- shall mean all applicable federal, state, and local statutes, codes, ordinances and standards and all applicable rules, regulations, licenses, permits, registrations, approvals, decisions, authorizations, judgments, orders, writs, decrees, directives, or other action adopted, issued, or taken by a governmental authority.

2.2 *Drop-off Center Sites* -- shall mean sites designated by the City as drop off facilities for use by the general public to dispose of recyclables and recyclable materials.

2.3 *Construction and Demolition Waste or C&D Waste* -- shall mean waste building materials, packaging and rubble resulting from construction, remodeling, repair, or demolition operations on houses, commercial buildings, and other structures, or as otherwise defined from time to time. Such wastes include, but are not limited to, concrete and paving debris, masonry materials, sheet rock, roofing waste, insulation (not including asbestos or asbestos containing materials), scrap metal, wood products, and other similar materials (not including asbestos or asbestos containing materials).

2.4 *ECUA MRF* -- shall refer to the Materials Recycling Facility designed and constructed by ECUA which is located at the Perdido Landfill at 13009 Beulah Road, Cantonment, Florida 32533.

2.5 *Effective Date* -- shall mean October 1, 2023.

2.6 *Garbage* -- shall mean any putrescible animal and/or vegetative waste resulting from the handling, preparation, cooking and consumption of food, including, but not limited to, waste from markets, storage facilities, handling and sale of produce and other food products and further includes the packaging materials and containers, but excepting such materials that may be serviced by garbage grinders and handled as household sewage.

2.7 *Hazardous Waste* -- shall mean (a) any waste which by reason of its

quality, concentration, composition or physical, chemical or infectious characteristics which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as may be amended from time to time, including: (i) the Resource Conservation and Recovery Act of 1976 ("RCRA") and the regulations contained in 40 CFR Parts 260-281, (ii) the Toxic Substances Control Act (15 U.S.C. Sections 2601 *et seq.)* and the regulations contained in 40 CFR Parts 761-766, and (iii) future additional or substitute federal, state or local laws pertaining to the identification, treatment, storage, or disposal of toxic substances, or hazardous wastes; (b) radioactive materials, which are source, special nuclear, or by-product materials, as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 *et seq.)* and the regulations contained in 10 CFR Part 40; (c) a chemical listed by the United States Environmental Protection Agency in accordance with Section 302(a) or Section 313(c) of the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. § § 11002(a), 110239(c) (Supp. 1993), in each case as the same may be amended, replaced, or superseded; (d) a material or substance which may endanger health or safety, including any material or substance or combination of materials or substances which are explosive, volatile, radioactive, toxic, corrosive, flammable, reactive, an irritant or a strong sensitizer, or which generate pressure through decomposition, heat or other means if such materials or substances may cause injury, illness or harm to humans, domestic animals, livestock or wildlife; (e) a material falling within the definition of Fla. Stat.§ 403.703(13); or (f) a material or substance that is treated as a hazardous or toxic waste, substance, or material by any Applicable Law or is otherwise prohibited from being deposited in a municipal solid waste processing facility under Applicable Law. Household Hazardous Waste contained in SSR shall not be considered Hazardous Waste for purposes of this Agreement and shall be accepted at the Facility if such acceptance is in compliance with the requirements of RCRA and the requirements of the MRF. With regard to materials or substances which are not Hazardous Waste as of the Effective Date, if any Applicable Law is subsequently enacted or amended or any governmental authority thereafter determines that such material or substance is a hazardous or toxic waste, substance or material, then such material or substance shall be considered Hazardous Waste for the purposes of this Agreement from and after the effective date of such enactment or amendment of Applicable Law or governmental authority determination.

2.8 *Municipal Solid Waste or MSW* -- shall mean Garbage, household waste,

and commercial solid waste; provided that for the purposes of this Agreement, Municipal Solid Waste shall not include Source Separated Recyclables, C&D Waste, Hazardous Waste, Special Handling Waste, Unacceptable Waste, or scrap tires.

2.9 *Perdido Landfill* -- shall mean the landfill currently operated by Escambia County, Florida which is located at 13009 Beulah Road, Cantonment, Florida 32533.

2.10 *Prohibited Materials* -- shall mean Municipal Solid Waste, C&D Waste, Hazardous Waste, Special Handling Waste, Unacceptable Waste, Yard Waste, scrap tires and any other solid waste or material of any kind that the ECUA MRF is prohibited from accepting pursuant to agreement, Applicable Law, or operational constraints.

2.11 *Recyclables or Recyclable Materials* -- shall mean various recyclable products and packaging designated by ECUA to be accepted at the MRF for processing, including various types of paper (including but not limited to newspaper, junk mail, magazines, office paper, cardboard, and paperboard packaging), containers (including but not limited to glass bottles and jars, aluminum, and steel cans, and #1 - #7 plastics), and mixed ferrous and non-ferrous metals. The terms Recyclables and Recyclable Materials shall not include Municipal Solid Waste, Construction and Demolition Waste, Hazardous Waste, Special Handling Waste, Unacceptable Waste, styrofoam, or scrap tires. The list of Recyclables may be expanded or contracted from time to time as determined by ECUA and the operator of the ECUA MRF.

2.12 *Rejects* -- shall refer to materials collected along with the Recyclable Materials that are not designated by ECUA to be accepted at the MRF for processing.

2.13 *Residue* -- shall refer to Rejects and Recyclable Materials that are accepted by the operator of the ECUA MRF, processed at the MRF, and not converted to Recovered Materials due to breakage and/or transportation or processing limitations or inefficiencies.

2.14 *Shutdown* -- shall refer to those times in which the operator of the ECUA MRF is unable to receive SSR for any reason except Force Majeure. Notice shall be provided to the City in accordance with paragraph 13 of this Agreement.

2.15 *Source Separated Recyclables or SSR* -- shall refer to Recyclables which (a) have been diverted or removed from the Municipal Solid Waste prior to collection, (b) are not C&D Waste, Hazardous Waste, Special Handling Waste, Yard Waste, Unacceptable Waste or scrap tires, (c) are not Municipal Solid Waste, and (d) the ECUA MRF is not prohibited from accepting and/or Processing under Applicable Law. The Parties acknowledge, however, that

incidental amounts of Rejects may be collected and delivered with SSR as a normal part of a recycling collection program.

2.16 *Special Handling Waste* -- shall mean any waste or other material that requires the delivery and disposal to be supervised by a government authority, including confiscated drugs and records of a police department or similar governmental authority.

2.17 *Unacceptable Waste* -- shall mean (a) Hazardous Waste, explosives and ordinance materials, pathological wastes, radioactive materials, lead acid batteries, sewage sludge, highly flammable substances, cesspool or other human wastes, human and animal remains, motor vehicles, farm or other large machinery, construction materials and demolition debris and hazardous refuse addressed by regulations adopted by the United States Environmental Protection Agency ("EPA") pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or other federal or state statutes, such as, but not limited to, cleaning fluids, hazardous paints, acids, caustics, poisons, radioactive materials, fine powdery earth used to filter cleaning fluid; (b) unless consented to by ECUA, any item of waste exceeding six feet in any one of its dimensions or being in whole or in part a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion; (c) all large household appliances, commonly referred to as "white goods" including refrigerators, stoves, washing machines, drying machines and water heaters; (d) any controlled substances regulated under the Controlled Substances Act, 21 USA 801 *et seq.,* or any equivalent state law; (e) small appliances containing chlorofluorocarbons (CFCs) including air conditioners, water coolers, and dehumidifiers; (f) cathode ray tubes; and (g) all other items of waste which pose a substantial threat to health or safety or the acceptance and disposal of which will cause substantial damage to, or adversely affect the continuous operation of the MRF or be in violation of any Applicable Law. Any substance or material which is determined by the EPA or any other Governmental authority subsequent to the Effective Date hereof to be hazardous, toxic, dangerous, harmful, or otherwise designated as a "waste ban," shall, at the time of such determination, be considered Unacceptable Waste.

2.18 *Yard Waste* -- shall refer to vegetative matter resulting from landscaping maintenance and land clearing operations and includes associated rocks and soils.

3. Term. The initial term of this Agreement shall begin on the Effective Date, as defined in paragraph 2.5, above, and end on September 30, 2024. The Parties may extend the term upon mutual written agreement for two additional one-year periods.

4. Delivery and Acceptance of Source Separated Recyclables.

a. *Delivery of Source Separated Recyclables to ECUA.* Beginning on the Effective Date and throughout the term of this Agreement, the City will deliver, to the ECUA MRF, all SSR collected by the City at City drop off sites. The ECUA MRF shall only be obligated to receive SSR at those times and on those days on which the ECUA MRF is operating, receiving SSR, and not Shutdown.

b. *Right to Reject Loads Containing Excess Rejects.* In the event that SSR delivered to the ECUA MRF contains Rejects in excess of twenty-five percent (25%) by weight, the entire load may be rejected by the operator of the ECUA MRF. In the event that such a rejection occurs, the City shall be assessed a separate, additional sixty-five dollars ($65.00) per ton of rejected materials per load. In the event some or all of the load cannot be lawfully disposed of at the Perdido Landfill, the City shall be liable for all disposal costs associated with the disposal selected by the operator of the ECUA MRF. Moreover, in the event that the City's SSR has Reject contamination of twenty-five percent (25%) or greater on three (3) separate loads within a thirty (30) day calendar period, the ECUA Executive Director or his/her designee, in his/her sole discretion, may terminate this Agreement and disqualify the City from further deliveries. In an effort to avoid such a termination, however, ECUA shall comply with an escalating reporting requirement for the rejection of loads because of excess contamination, as follows:

(1) for the first such rejection within a thirty (30) calendar day period, ECUA shall both e-mail and telephone the Director Public Services the day the rejection recurs;

(2) for the second such rejection within a thirty (30) calendar day period, ECUA shall both e-mail and telephone the Chief of Staff the day the rejection occurred; and

(3) for the third such rejection within a thirty (30) calendar day period, ECUA shall both e-mail and telephone the Mayor the day the rejection occurred.

c. *Charges to City.* The City shall be charged monthly for each ton of SSR processed at the ECUA MRF, in accordance with paragraphs 4.b. and 6. of this Agreement, below.

5. Disposal of Residue. The Parties acknowledge and understand that each load of SSR may contain Garbage, Unacceptable Waste, or other Rejects which cannot be recycled and put to beneficial use (collectively hereafter referred to as Residue). Because the SSR received from the City of Mobile will likely be commingled with SSR generated from other jurisdictions,

the Parties acknowledge and understand that it is impossible to therefore segregate the Residue by each entity. Accordingly, all such Residue shall be disposed of at the Perdido Landfill at no charge to the City.

6. Charges for Delivered Recyclables. The Parties agree that the City shall be charged for the SSR processed at the ECUA MRF, at a flat rate of sixty dollars ($60.00) per ton based upon weights measured at the scale house operated by Escambia County at the Perdido Landfill.

7. Billing. ECUA shall send a bill to the City within twenty (20) calendar days of the end of each month of the calendar year which reflects all charges to the City pursuant to paragraph 6., above. All charges shall be paid by the City within forty-five (45) calendar days of the end of each month of the calendar year.

8. Compliance with Law and Procedures. ECUA and the City shall perform their respective obligations under this Agreement in compliance with all Applicable Law. The City shall transport and handle SSR in its control in a safe and workmanlike manner and in full compliance with Applicable Law. ECUA shall maintain throughout the term of this Agreement, all permits, licenses, certificates, and approvals required by Applicable Law for the operation of the ECUA MRF.

9. Staffing at the ECUA MRF. The Parties understand that the ECUA MRF may be operated by either a third party selected by ECUA or by ECUA staff, in ECUA's sole discretion.

10. Title to Source Separated Recyclables. Upon acceptance of a load of SSR (as opposed to a rejection in accordance with paragraph 4.b., above), title to the SSR shall vest with the operator of the ECUA MRF.

11. City's Obligation to Require the Source Separation of Recyclables: Delivery of said SSR; and Tonnage Limit.

a. *Collection and Delivery Requirements.* The City presently provides for the collection of residential solid waste within its jurisdiction and offers diversion from the waste stream and collection of SSR at recycling drop-off centers. The City agrees to keep the collection of Source Separated Recyclables in place throughout the term of this Agreement and any extensions thereof. Additionally, the City will haul all SSR that is collected to the ECUA MRF. It is thus the Parties' intent that all SSR controlled and collected by the City will be delivered to

the ECUA MRF. However, if prior to delivery to the ECUA MRF the City reasonably identifies one or more loads of SSR to contain excess contamination, as defined in paragraph 4.b., above, the City shall not be in breach of this Agreement by delivering such contaminated load(s) directly to a Landfill for disposal. Should the City exercise this option, it shall endeavor to educate the public and take such actions it deems necessary or appropriate to improve the quality of its SSR.

b. *Tonnage Limit.* The Parties anticipate approximately two thousand five hundred (2,500) tons of SSR are generated and collected by of the City per year. Despite the requirements in paragraphs 4.a. and 11.a., above, that all SSR be delivered to ECUA the City is limited to delivering three thousand (3,000) tons of SSR per calendar year, absent subsequent written agreement between the Parties pursuant to the notice provisions set forth in paragraph 13, below.

12. Events of Default. A Party shall be in default of this Agreement only upon the expiration of written notice of default from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, has rectified the particulars specified in said notice of default within the specified time period; provided, however, that such Party shall not be deemed to be in default if such failure [except a failure to pay money] cannot be rectified within said thirty (30) calendar day period and such Party is using good faith and commercially reasonable and diligent efforts to rectify the particulars specified in the notice of default.

13. Notices. All notices called for under this Agreement, other than those called for under paragraph 4.b., above, shall be made in writing and delivered by hand, certified mail with return receipt, or overnight courier, as follows:

To City:

Marc Vassallo, Director Public Services
City of Mobile
1900 Hurtel Street
Mobile, Alabama 36605
E-mail: marc.vassallo@cityofmobile.org
Telephone: (251) 208-4103

With a copy to:

City Attorney
City of Mobile
205 Government St
Mobile, Alabama 36602

To ECUA:

J. Bruce Woody Executive Director

With a copy to:

Robert O. Beasley,

Emerald Coast Utilities Authority 9255 Sturdevant Street Pensacola, Florida 32514 E-mail: bruce.woody@ecua.fl.gov Telephone: (850) 969-3300	ECUA General Counsel 40 Palafox Place, Ste 300 Pensacola, FL 32502 ROBservice@lawpensacola.com (850) 432-9818

14. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following **force majeure** events ("Force Majeure Event(s)") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic, or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party.

15. ECUA's Right to Refuse to Accept SSR and Parties Right to Terminate for Convenience. Notwithstanding the provisions of paragraph 4., above, in the event that the operator of the ECUA MRF declares a Shutdown, ECUA and the ECUA MRF shall be under no obligation to accept any SSR from the City through the duration of that Shutdown. Additionally, in the event of a Shutdown, the City may dispose of its SSR as it deems fit for the duration of that Shutdown, and the City is not obligated to reimburse ECUA and/or the operator of the ECUA MRF, if any, for lost revenue associated therewith. Moreover, in the absence of a Shutdown, ECUA, acting through its Executive Director, or the City, may terminate this Agreement for convenience on one week's written notice notwithstanding the provisions of paragraph 3 above.

16. Records. Both Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party shall give written notice of the alleged violation of Chapter 119 and seven (7) calendar days to cure the alleged violation. If the alleged violation has not been cured at the end of that time period, then the party giving such notice may terminate this Agreement for cause.

17. Assignment. This Agreement or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by any Party, without the prior written consent of all other Parties.

18. Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter which is the subject of this Agreement shall be in Escambia County, Florida.

20. Dispute Resolution. The Parties agree that in the event of any dispute or claim relating to, arising out of, or interpreting this Agreement arises, all such disputes or claims shall be fully, finally, and exclusively decided by a State court of competent jurisdiction sitting in Escambia County, Florida.

21. Interpretation. For the purpose of this Agreement, the singular includes the plural, and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

a. If any Party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision

of the Agreement, the Party shall immediately notify all other Parties and request clarification of this Agreement.

b. This Agreement shall not be more strictly construed against any party hereto by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions hereof.

22. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if it did not contain such invalid or unenforceable portion or provision.

23. Further Documents. The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

24. No Waiver. The failure of a Party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right to thereafter enforce the same in accordance with this Agreement.

25. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

26. Compliance with Alabama Immigration Law. By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or cotinine 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 this Agreement and shall be responsible for all damages resulting therefrom.

27. Nondiscrimination: ECUA 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.

28. Boycotts: By signing this contract, ECUA 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

IN WITNESS WHEREOF, the Parties have executed this Agreement, by and through their duly undersigned and authorized representatives, as of the date and year first written above.

City of Mobile, Alabama, a political subdivision of the State of Alabama acting by and through its duly authorized City Council.

_____
W.S. Stimpson, Mayor

ATTEST:

Date: _____

_____
City Clerk

EMERALD COAST UTILITIES AUTHORITY, an independent special district created by the Laws of Florida

_____
Lois Benson, ECUA Board Chairperson

Date: _____

ATTEST:

Approved as to Form and Content:

_____
Administrative Coordinator

_____
ECUA General Counsel

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Submitted by:

Nick Amberger, P.E. Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman William Carroll

Purpose and Scope of Project:

To approve contract with Terracon Consultants, Inc. for testing services.

Amount of Contract:

$50,000.00

Funding Source

Project # C0875 **Discretionary Funds**

Project String 2000.2000.48030 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Testing Services	Cover Memo	9/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	9/7/2023 - 2:42 PM
Capital	Rhodes, Brenda	Approved	9/7/2023 - 1:53 PM
Legal	Kern, Chris	Approved	9/7/2023 - 2:59 PM
Mayors Office	Montgomery, Brandi	Approved	9/7/2023 - 2:59 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: N Washington Ave Street and Culvert Repairs
COM Project: 2023-3005-19

PROJECT #: C0875 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Geotechnical Testing Services

CONTRACT AMOUNT: $50,000.00

VENDOR NAME: Terracon Consultants, Inc

VENDOR NUMBER: 287758

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** 9/7/2023

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman William Carroll

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

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company 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:	Terracon Consultants, Inc.
Project Name:	N Washington Avenue Street and Culvert Repairs COM Project No. 2023-3005-19
Estimated Cost:	$50,000.00

Adopted:

_____

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

CONTRACT

This contract, made and entered into this _____ day of _____, 2022, 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 **(Terracon Consultants, 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 **(Thompson Engineering, 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 – **N. WASHINGTON AVE-STREET AND CULVERT REPAIRS**

Project No. – **2023-3005-19**

(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 **(Thompson Engineering, 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 design and 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. SOIL TESTS (Prior to Start of Construction):

The LABORATORY shall take samples of the roadway material as may be requested by the PROJECT ENGINEER. The City will furnish blue prints of the plan-profile sheets when available. Samples shall be taken at sufficient intervals to show variations in soil. The intervals between tests shall be approximately 500 feet unless otherwise directed by the PROJECT ENGINEER. Samples should be taken at intervals not exceeding 300 feet through cut sections and 500 feet through fill sections. All samples shall be subjected to the tests shown on the Alabama Department of Transportation Form BMT-5 and shall be

in accordance with the above. All soil reports shall be prepared by the LABORATORY and submitted to the City Engineer and Consultant showing the above information. Said reports shall indicate a minimum depth of five feet below the finished grade in cut sections and a minimum of five feet below the existing grade in all other cases. Where unsuitable material is indicated, soundings and borings shall be taken along the centerline, right and left, not exceeding 100 feet, and the LABORATORY shall make such additional borings as may be required to determine the depth and extent of such unsuitable material.

10. PROCTOR DENSITIES AND OPTIMUM MOISTURE TESTS:

A sufficient number of samples shall be further tested to determine their Proctor Densities and Optimum Moisture. The information desired shall be in accordance with AASHTO Standards and the form of report shall be in accordance with Alabama Department of Transportation form BMT-16.

11. ENGINEERING EVALUATIONS OF ROADWAY MATERIAL:

The LABORATORY's Geotechnical and Materials Engineer shall evaluate the results of tests on the Roadway Materials. Based on these evaluations, pavement design procedures utilized by the Alabama Department of Transportation, the projected traffic volume, and design pavement life provided by the PROJECT ENGINEER, the LABORATORY shall submit engineering recommendations for the pavement sections. Problematic soil conditions encountered by the exploration of the roadway that may affect construction shall be noted and reported to the PROJECT ENGINEER. The Geotechnical and Materials Engineer shall be available for engineering consultation during the construction of the roadway.

12. TESTING BASE COURSE:

(a) GRANULAR BASE - A sufficient number of samples taken from the roadway shall be tested in the LABORATORY to verify that material meets the specifications. In general, one test for each 500 feet of roadway and each visual classification of material will be required. The information desired and form of report shall be in accordance with the Alabama Department of Transportation

BMT-5. Proctor Densities and Optimum Moisture tests shall be made on these samples.

(b) BITUMINOUS BASE - A sufficient number of samples taken from the asphaltic concrete batch plant shall be tested to verify that the material meets the specifications and job mix formula submitted by the PROJECT CONTRACTOR. In general, one asphalt extraction and gradation test will be performed for each 300 tons of material placed for each day's placement or part thereof. Marshall Density tests shall be made on these samples.

13. COMPACTION TESTS AND CORE DEPTHS (During Construction)

(a) EMBANKMENT - The PROJECT ENGINEER will furnish the LABORATORY with the Stations at which or between which the fill equals or exceeds two feet for the roadway width. During construction of the fills, the LABORATORY shall make sufficient tests to obtain a representative percentage of compaction on each two feet of fill. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

(b) 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:

During the construction and upon notification from the PROJECT ENGINEER, the LABORATORY shall make and break four (4) 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 (1) at three days, one (1) at seven days, two (2) 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 B. In all instances where compensation amounts are based upon or associated with a percentage of completion

calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACT SERVICES

Construction Phase Services – A sum not to exceed **$50,000.00 (Fifty 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: _____

TERRACON CONSULTANTS, INC.

By: _____

Print: Matthew Ponder

Its: Office Manager

Address: 6215 Rangeline Rd Suite 115
Theodore, AL 36582

Telephone: 251-443-5374

STATE OF ALABAMA
CITY OF MOBILE

I, Mary Avera, a Notary Public in and for said State and County, hereby certify that Matt Ponder, whose name as Office Manager of Terracon Consultants, 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 7th day of September, 2023.

MARY AVERA
NOTARY
PUBLIC
ALABAMA STATE AT LARGE

_____
NOTARY PUBLIC

My Commission Expires: 6-22-2025

EXHIBIT 'A'

This contract shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to test and evaluate soils and materials to be used in the construction of the following project:

N. Washington Ave – Street and Culvert Repairs

Project No. 2023-3005-19

Source of Funding: C0875 – Alabama Municipal Trust, Capital Improvement Fund.

The estimated laboratory cost is not to exceed, unless otherwise approved: $ 50,000.00

EXHIBIT 'B':

FEE SCHEDULE AND SUMMARY OF HOURLY RATES

EXHIBIT 'C':

E-VERIFY, INSURANCE & CERTIFICATIONS

EXHIBIT 'D':

SUBCONTRACTING PLAN AND DBE UTILIZATION REPORT

OR

REQUEST OF WAIVER OF DBE GOAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/1/2024 9/6/2023

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1312891 TERRACON CONSULTANTS, INC. 6215 RANGELINE ROAD, SUITE 115 THEODORE AL 36582	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Property Casualty Company of America — 25674 INSURER B : Allied World Assurance Company (U.S.) Inc. — 19489 INSURER C : The Travelers Indemnity Company — 25658 INSURER D : The Travelers Indemnity Company of America — 25666 INSURER E : Lloyds of London INSURER F :

COVERAGES TERCO01 **CERTIFICATE NUMBER:** 19876828 **REVISION NUMBER:** XXXXXXX

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 CONTRACTUAL LIAB X XCU COVERAGE GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	TC2J-GLSA–9P529930	4/1/2023	4/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 25,000 $ 1,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	TC2J-CAP-131J3858	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ $0	Y	Y	CUP-4W208814 (EXCL. PROF & POLL LIAB.)	4/1/2023	4/1/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $ XXXXXXX
D C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB-1T88663A (AOS) UB-1T885681 (AZ, MA, WI)	4/1/2023 4/1/2023	4/1/2024 4/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B E	CONTRACTORS POLLUTION LIAB PROFESSIONAL LIABILITY	N	N	0312-6506 LDUSA2305180	4/1/2023 4/1/2023	4/1/2025 4/1/2024	$10,000,000 EACH OCCURANCE/AGGREGATE $1,000,000 EACH CLAIM/$1,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PROJECT # EK231065 ; PROJECT NAME: 2023-3005-19 N. WASHINGTON AVE – STREET AND CULVERT REPAIRS. CITY OF MOBILE IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA/EXCESS LIABILITY, THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY, UMBRELLA/EXCESS LIABILITY, AND WORKERS COMPENSATION/ EMPLOYER'S LIABILITY, WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

19876828
CITY OF MOBILE
JAKE CLEMENTS
205 GOVERNMENT ST UNIT 6
MOBILE AL 36602

CANCELLATION See Attachments

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 Joseph M Agnello

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COMMERCIAL GENERAL LIABILITY

TC2J-GLSA-9P529930

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II — WHO IS AN INSURED:**

Any person or organization that:

a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. Only as described in Paragraph **(1), (2)** or **(3)** below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

a. The Additional Insured — Owners, Lessees or Contractors — (Form B) endorsement CG 20 10 11 85; or

b. Either or both of the following: the Additional Insured — Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

a. The Additional Insured — Owners, Lessees or Contractors — Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

b. Either or both of the following: the Additional Insured — Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph **(1)** nor **(2)** above applies:

a. The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

b. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization .

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

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this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** — Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

b. Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** —Commercial General Liability Conditions.

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COMMERCIAL GENERAL LIABILITY
TC2J-GLSA-9P529930

4. Other Insurance

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

Subsequent to the signing of that contract or agreement by you.

CG T1 00 02 19

POLICY NUMBER: TC2J-CAP-131J3858

COMMERCIAL AUTO
ISSUE DATE: 04/01/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE - CONTRACTORS

This endorsement modifies insurance provided by the following:
BUSINESS AUTO COVERAGE FORM

SCHEDULE OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS

WHERE REQUIRED BY WRITTEN CONTRACT.

PROVISIONS

1. The following is added to Paragraph **c.** in **A. 1., Who Is An Insured,** of **SECTION II- COVERED AUTOS LIABILITY COVERAGE:**

This includes any person or organization designated in the Schedule Of Additional Insured Persons Or Organizations who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that designated person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **5., Other Insurance**, in **B., General Conditions** , of **SECTION IV - BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance** , this insurance is primary to and non-contributory with applicable other insurance under which the person or organization designated in the Schedule of Additional Insured Persons Or Organizations is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

CA T6 00 02 16

Umbrella Liability
Policy Number: CUP-4W208814

AMENDMENT OF COVERAGE - WHO IS AN INSURED

This endorsement modifies insurance provided under the following:
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

The following replaces Paragraph A.2. of SECTION II - WHO IS AN INSURED:
2. Any other person or organization qualifying as an insured in the "underlying insurance".

EU 01 25 07 16

COMMERCIAL GENERAL LIABILITY POLICY NUMBER: TC2J-GLSA-9P529930

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization for whom you have agreed in a written contract or agreement to waive your right of recovery, but only for payment we make because of:

1. "Bodily Injury" or "property damage" that occurs: or

2. "personal injury" or advertising injury" caused by an offense committed; after you have executed that contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

COMMERCIAL AUTO
POLICY #TC2J-CAP-131J3858

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:
AUTO DEALERS COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph **A.5. Transfer of Rights of Recovery Against Others to Us** of the CONDITIONS section is replaced by the following:
5. Transfer Of Rights Of Recovery Against Others to Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

CA T3 40 02 15

Policy Numbers:

UB-1T88663A-22 (AOS)
UB-1T885681 (AZ, MA, WI)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

Any person or organization for which the Insured has agreed by written contract executed prior to loss to furnish this waiver.

DESIGNATED ORGANIZATION:

Any person or organization for which the Insured has agreed by written contract executed prior to loss to furnish this waiver.

UMBRELLA LIABILITY
POLICY NUMBER: CUP-4W208814

SECTION V - CONDITIONS
T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage A, the "underlying insurer", enfore them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is commutted subsequent to the execution of that contract or agreement by such insured.

EU 00 01 07 16

POLICY NUMBER: TC2J-GLSA-9P529930
COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days' Notice: 30**

NAME: ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL REDUCTION IN COVERAGE OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION, NONRENEWAL, OR MATERIAL LIMITATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US

A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice with at least the Number of Days indication above before the effective date to our action.

IL T3 54 03 98

POLICY NUMBER: TC2J-CAP-131J3858

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice of Cancellation: 30**

NAME: ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION, OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

If we cancel this policy for any statutorilly permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

IL T4 05 03 11

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 R3
POLICY NUMBER:
UB-1T885681 (AZ, MA, WI), UB-1T88663A (AOS)

NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to **PART SIX - CONDITIONS:**

Notice of Cancellation to Designated Persons or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address in at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:
ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION, OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:
1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR MATERIAL LIMITATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US

Number of Days' Notice
30

All other terms and conditions of this policy remain unchanged.

Attaching to and forming part of Policy Number: LDUSA2305180

LIMITED AUTHORITY TO ISSUE CERTIFICATES OF INSURANCE ENDORSEMENT In consideration of the premium charged, it is hereby understood and agreed as follows:

(1) Underwriters authorize Lockton Companies LLC the ("Certificate Issuer") to issue **Certificates of Insurance** at the request or direction of the **Assured.** It is expressly understood and agreed that, subject to Paragraph (2) below, any **Certificate of Insurance** so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of the Underwriters, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any **Certificate of Insurance** on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.

(2) Notwithstanding Paragraph (1) above, such **Certificates of Insurance** as are authorized under this endorsement may provide that in the event the Underwriters cancel or non-renew this Policy or in the event of a **Material Change** to this Policy, Underwriters shall mail written notice of such cancellation, non-renewal, or **Material Change** to such Certificate Holder within a specified period of time; provided, however, that the Insurers shall have not be required to provide such notice more than 60 days prior to the effective date of cancellation, non-renewal, or a **Material Change.** The **Assured** shall provide written notice to the Underwriters of all Certificate Holders and the number of days' written notice of cancellation, non-renewal, or **Material Change,** if any, specified in each **Certificate of Insurance** (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, and (iii) within 10 days of receipt of a written request from Insurers. Insurers' obligation to mail notice of cancellation, non-renewal, or a **Material Change** as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Assured has provided the foregoing written notice to the Insurers.

(0) It is further understood and agreed that Underwriters' authorization of the Certificate Issuer under this endorsement is limited solely to the issuance of **Certificates of Insurance** and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for the Underwriters or bind the Underwriters for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any **Certificate of Insurance** pursuant to this endorsement.

(1) As used in this endorsement:

(i) **Certificate of Insurance** means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy a contractual obligation of the **Assured.**

(ii) **Material Change** means an endorsement to or amendment of this Policy after issuance of this Policy by the Underwriters that restricts the coverage afforded to the **Assured.**

All other terms and conditions of the Policy remain unchanged.

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED

POLICY NUMBER: CUP-4W208814 ISSUE DATE: 12/27/21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THE POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

WHEN WE DO NOT RENEW (Nonrenewal): **Number of Days Notice:** 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NONRENEWAL OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

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POLLUTION LIABILITY
POLICY #: 0312-6506

CANCELLATION CONDITION AMENDMENT - additional notice other than named insured limited to e-mail notification

It is hereby agreed that **Section V – Conditions, 3. Cancellation** is amended to include the following:

In the event that we cancel this policy for any reason other than nonpayment of premium, and

1. The cancellation effective date is prior to this Policy's expiration date;

2. The first Named Insured is under an existing contractual obligation to notify a certificate holder when this Policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to us, either directly or though its broker of record, the email address of the contact at such entity; and

1. We receive this information after the first Named Insured receives notice of cancellation of this Policy and prior to this Policy's cancellation effective date, via an electronic spreadsheet that is acceptable to us;

We will endeavor to provide a notice of cancellation via e-mail to such Certificate Holder(s).

This Endorsement does not affect, in any way, coverage provided under this Policy or the cancellation of this Policy or the effective date thereof, nor shall this Endorsement invest any rights in any entity not insured under this Policy.

Any failure on our part to deliver the notice of cancellation will not impose liability of any kind upon us or invalidate the cancellation.

Any Certificate Holder(s) is not an insured or a loss payee under this Policy. No coverage will be available under this Policy for any claim brought by or against any Certificate Holder(s).

All other terms and conditions of this policy remain unchanged.

By:

Title:

Date:

6215 Rangeline Road, Suite 115
Theodore, AL 36582
P (251) 443-5374
Terracon.com

September 6, 2023

City of Mobile, AL
917 Western America Circle, Suite 400
Mobile, AL 36609

Attn: John Forrester
P: (251) 208-7234
E: forresterj@cityofmobile.org

RE: Proposal for Construction Materials Testing Services
2023-3005-19 N Washington Ave Culvert and Street Repairs
N Washington Ave
Mobile, AL
Terracon Proposal No. PEK231065

Dear John Forrester:

We appreciate the opportunity to submit this proposal to City of Mobile, AL to provide Construction Materials Testing services for the above referenced project. The following are exhibits are attached.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location

We have established an estimated budget to perform the Scope of Services described in this proposal of $50,000.00 (Not to Exceed) for the project based on our limited review of the plans and specifications, as well as our experience with similar projects. Exhibit C includes details of our fees.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by sending a copy of the standard City of Mobile Contract.

Sincerely,
Terracon

Larry F. Hyde
Assistant Project Manager

Matthew R. Ponder, P.E.
Office Manager

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described below based upon feedback from City of Mobile, AL and our limited review of the plans and specifications. Aspects of the project, undefined or assumed, are highlighted as shown below. We request City of Mobile, AL and/or the design team verify all information prior to our initiation of field exploration activities.

Project Information & Planned Construction

Item	Description
Information Provided	An email request for proposal was provided by John Forrester with the City of Mobile Engineering Dept. on 08/28/2023. The request included construction plans for North Washington Avenue Street and Culvert Repairs dated 08/21/2023.
Project Description	Repairs to 2,000 ft of existing Culvert under North Washington Avenue, with associated street and sidewalk repairs
Site Information	The project is located at N Washington Ave in Mobile, AL. 1 acre 30° 41.681′ N / 88° 3.239′ W
Tentative Construction Schedule	5 months (contractor provided) We have not been provided with the contractor's schedule. Once that becomes available, we should be provided a copy and allowed to revise this estimate.
Below-Grade Structures	Existing Culvert extends to approximately 8 ft below street level
Pavements	Paved driveway and parking will be constructed on approximately 0.75 acres of the parcel. Asphalt Concrete (AC) surfacing is proposed for the project will consist of the following pavement sections: ▪ **Light Duty: 3** inches of AC over 6 inches of aggregate base (AB)
Building Code	2018 International Building Code (IBC)

The information provided in the table above is based on our limited review of the project plans and specifications. During construction, Terracon will need to be provided with digital copies of all current/revised drawings, details, specifications, Requests for Information, reviewed submittals, approved concrete mix designs, and any other clarifying or modifying communication that affect our portion of the work.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field services, laboratory testing, and project delivery. These services are described in the following sections.

Field Services

It is our understanding that the planned project will require Construction Materials Testing services. For this project, Terracon will provide engineering technicians to perform field testing, and other construction monitoring activities during construction. The activities will be performed in general accordance with the project plans and specifications or standard industry practice (ASTM or ACI standards) when not covered by the project plans and specifications. Our services will include the following:

Site work

- **Site Preparation**
  - Observation of proofrolls to evaluate the stability of the subgrade and provision of mitigation recommendations, as needed
  - Laboratory testing of proposed engineering fill materials
  - Periodic field density testing of engineering fill

Concrete

- Cast-in-Place Concrete
  - Observation and documentation of formwork, reinforcing steel, and embed elements prior to concrete placement
  - Document use of specified mix design
  - Observation and documentation of concrete placements
  - Sampling and testing the fresh properties of concrete during placement
  - Casting and curing concrete specimens
  - Laboratory compressive strength testing of concrete specimens
  - Floor flatness and levelness measurements of building slab-on-grade

- Post-Installed Anchors
  - Verification of the use of approved adhesive and expiration dates
  - Documentation of anchor types, grade, and size
  - Documentation of hole size, depths, and cleaning procedures
  - Observation of installation process

Pavement

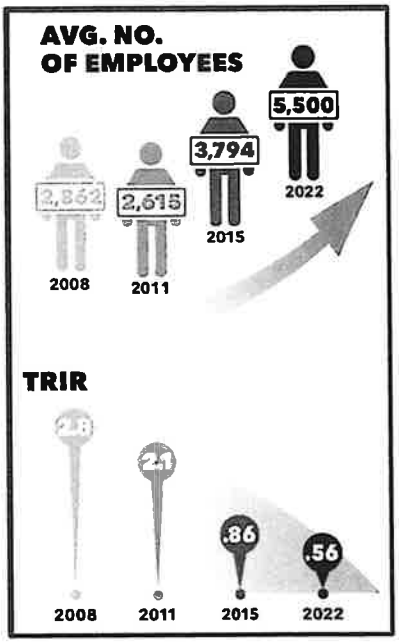
- Asphalt Pavements
  - Field density testing of aggregate base
  - Documentation of subgrade stability prior to paving operations
  - Observation and documentation of asphalt placement
  - Field density testing of asphalt
  - Laboratory testing of provided asphalt cores (thickness & density of cores)

Our scope of services as quoted in this proposal will not include the following items, but can be added upon request:

- Observation and testing of concrete placements for sidewalks
- Fabrication shop structural steel inspection
- Full-time observation of field welding activities
- Full-time utilities observation and testing
- Full-time masonry observation and testing
- Observation and testing of monolithic, mastic, and intumescent fireproofing
- Storm water inspections and reporting

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate.



Our field work on this project will be conducted under the guidance of a Terracon safety plan that considers the information that we know about this site as it relates to safety and potential safety hazards. Our services specifically exclude the overall job site safety responsibility (including the client, contractors, subcontractors, or other parties present at the site) and our services do not relieve any contractor/subcontractor from complying with project specifications.

Staff and Laboratory Accreditations

Terracon's team includes ACI certified technicians and Alabama-licensed Professional Engineers, as well as NICET and ICC Certified field managers with over 10 years of experience in materials testing and analyses. The team has performed and managed field and laboratory testing, including Special Inspections per Chapter 17 of the IBC for projects throughout Alabama, Mississippi, and Florida.

Our laboratories operate under our Corporate Construction Materials Laboratory Quality Management System (QMS). Our QMS was established using the following standards:

- AASHTO R18 – Standard Recommended Practice for Establishing and Implementing a Quality System for Construction Materials Testing Laboratories
- ASTM E329 – Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction
- ASTM D3740 – Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and rock as used in Engineering Design and Construction
- ASTM C1077 – Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criterial for Laboratory Evaluation
- ASTM D3666 – Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials

Our QMS Manual and laboratory procedures have been audited by multiple independent outside agencies. Our Mobile, Alabama laboratory holds the following accreditations:

- AASHTO Materials Reference Laboratory (AMRL)
- Cement and Concrete Reference Laboratory (CCRL)
- US Army Corps of Engineers (USACE)

Project Management, Delivery, and Scheduling

Terracon will designate a Project Manager to oversee our Scope of Services for the project. Terracon's Project Manager will utilize Terracon's proprietary project and data management software program, CMELMS™, to track all client service requests, daily field reports, laboratory test results, concrete history and performance, invoicing, project budgets, project reports, and invoice distribution. The Project Manager will designate appropriate parties to perform field tests and observations, as well as review and distribute reports to the appropriate parties designated in the contract documents. The results of our services will be provided:

- Verbally, preliminary field results will be communicated daily to the on-site representative; and
- Electronically, non-deviation reports will be emailed to distribution list within 3 business days and deviation reports will be emailed within 24 hours

In addition to an emailed report, your project will also be delivered using our **Client Portal**. Upon initiation, we provide you and your construction/design team the necessary link and password to access the website (if not previously registered). We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal.

Materials testing is often scheduled by the contractor's representative. We request that that the contractor establishes communication with Terracon so that we may better understand the work schedule and share contact information. It is the **responsibility of the contractor** to provide our office with a **minimum 24-hour advance notice** of construction activities or cancelations which would require monitoring our services. All scheduling and dispatching can be made **via telephone at (251) 443 5374**. For instances of short-notice requests, personnel may have to be utilized which have a higher rate than those normally assigned and this higher cost may be passed on to the client.

Exhibit C - Compensation

The Fee Estimate below presents our estimated fees for the project based upon our limited review of the project plans and specifications, as well as our experience with similar projects. The Fee Estimate outlines the unit rates for our services. Circumstances outside of our control, such as inclement weather, efficiency of scheduling by site personnel, efficiency of the contractor and subcontractors, or substandard work requiring extensive re-testing, may dictate that our technician be on-site for a greater period of time than originally estimated. For this reason, we cannot definitively predict the actual amount of time that will be required of our on-site technician.

The hourly rate for the on-site technician includes all equipment to perform field tests, and no separate "per test" charges will apply. A premium rate of 1.5 times the regular rate will be charged for all work outside of normal working hours between 7:00am and 6:00 pm, in excess of 8 hours per day, and on Saturdays. A rate of 2.0 times the regular rate will be charged for all work performed on Sundays and Terracon recognized Holidays. A 4-hour minimum charge applies to all work. All charges will be applied in 1-hour increments after 4-hour minimum is met.

We will invoice for these services on a monthly basis for the actual units at the unit rates shown on the Fee Estimate. Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Fee Estimate

Materials Services

2023-3005-19 - N Washington Ave Culvert and Street Repairs

Terracon Proposal No. PEK231065

TASK NUMBER	DESCRIPTION	RATE		QUANTITY	UNITS	TRIPS	TOTAL
1	**Site Work**						
	Engineering Technician	$ 80.00	@	60	hours	=	$4,800.00
	Atterberg Limits Determination (3 pt.)	$ 95.00	@	1	tests	=	$95.00
	Moisture Content Determination	$ 12.00	@	1	tests	=	$12.00
	Wash 200	$ 65.00	@	1	tests	=	$65.00
	Sieve Analysis (Unwashed)	$ 65.00	@	1	tests	=	$65.00
	Standard Proctor	$ 195.00	@	1	tests	=	$195.00
	Trip Charge	$ 25.00	@	15	trips	=	$375.00
	Sub Total						**$5,607.00**
2	**Cast-in-Place concrete**						
	Engineering Technician	$ 80.00	@	232	hours	=	$18,560.00
	Senior Technician	$ 90.00	@	60	hours	=	$5,400.00
	Compressive Strength of 4" x 8" Cylinder	$ 18.00	@	330	tests	=	$5,940.00
	Trip Charge	$ 25.00	@	68	trips	=	$1,700.00
	Sub Total						**$31,600.00**
3	**Pavement**						
	Engineering Technician	$ 80.00	@	48	hours	=	$3,840.00
	Stone Proctor	$ 250.00	@	1	tests	=	$250.00
	Core Density (field cut)	$ 50.00	@	6	tests	=	$300.00
	Trip Charge	$ 25.00	@	6	trips	=	$150.00
	Sub Total						**$4,540.00**
4	**Professional Services 5**						
	Project Manager	$ 185.00	@	20	hours	=	$3,700.00
	Clerical	$ 70.00	@	30	hours	=	$2,100.00
	Assistant Project Manager	$ 120.00	@	20	hours	=	$2,400.00
	Sub Total						**$8,200.00**
	Total						**$49,947.00**

Exhibit D – Site Location



Project Specific Details Form

Project Name	2023-3005-19 N Washington Ave Culvert and Street Repairs			
Project Location	N Washington Ave Mobile, AL			
Client Contact	City of Mobile, AL			
Client Contact	**Name**	John Forrester	**Phone**	(251) 208-7234
	Email	forresterj@cityofmobile.org		
Terracon Contact	**Name**	Matthew R. Ponder, P.E.	**Phone**	(251-) 443-5374
	Email	matt.ponder@terracon.com		

Invoicing Instructions	**Contact Name**	John Forrester
	Contact Address	917 Western America Circle, Suite 400
	Contact Email	forresterj@cityofmobile.org
	Contact Phone	(251) 208-7234
	Email / Mail / Upload	

	Form	**Required Y/N**	**If Yes, please provide details/forms**
Special Forms/ Requirements	**COI**		
	W9		
	PO #		
	Pay App		
	Lien Waiver		
	Other		

	Name	**Phone No.**	**Email**
Report Distribution List			

Additional Info Comments	

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2023-3005-19 Current Date 9 /7 /23

Project Description N. Washington Ave - Street and Culvert Repairs

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.

Wavier requested due to the nature of the work. This is a materials testing contract and the required work is specialized and small enough to not warrant the use of sub-consultants.

Nick Amberger
Requested By (Department Director)

(Signature) City Engineer (Title) 9/7/2023 (Date)

251-208-7426
Telephone Number

nick.amberger@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

(Signature) **(Title)** **(Date)**

Approved By (CAO)

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Daves

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	8/3/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/3/2023 - 3:12 PM

R E S O L U T I O N

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

Adopted:

_____

City Clerk

NOTICE OF HEARING TO CONSIDER VACATION OF A PORTION OF A PORTION OF A 40' UNDEVELOPED PORTION OF A SERVICE ROAD BORDERING 3812 AND 3820 COTTAGE HILL ROAD

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of a 40' undeveloped portion of a service road bordering 3812 and 3820 Cottage Hill Road.

The adoption of such resolution will be considered by the Mobile City Council on the 12th day of September, 2023, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

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

Lisa C. Lambert
City Clerk

AMENDED RESOLUTION ASSENTING TO THE VACATION OF CERTAIN PUBLIC RIGHT-OF-WAY

Sponsored by: Councilmember Daves

WHEREAS, it has been shown to the satisfaction of the City Council of the City of Mobile ("City Council") that **Gregory J. Darling and Ann M. Darling** and **Jeffrey L. Byrd and Susan A. Byrd**, constitute all landowners owning property abutting a portion of the public right-of-way known as undeveloped forty foot (40') "service road" more particularly described as follows:

> Commencing at the Southwest Corner of Lot 1, Plotka Subdivision, as per Map Book 20, Page 70, as recorded in the Office of the Judge Probate Mobile County, Alabama; thence N 52° 27' 00" E 182.98' along the South line of said Lot 1, Plotka Subdivision to the POINT OF BEGINNING of the property herein described; thence N 37° 28' 33" W 40.00' to a point; thence N 52° 31' 22" E 133.18' to a point on the West line of Lot 1, Darling Oaks, as per Map Book 106, Page 52, as recorded in the Office of the Judge Probate Mobile County, Alabama; thence S 37° 36' 15" E 39.83' along the West line of said Lot 1, Darling Oaks to a point; thence S 52° 27' 00" W 133.27' back to the POINT OF BEGINNING, containing .012 acres, more or less;

WHEREAS, Gregory J. Darling and Ann M. Darling and **Jeffrey L. Byrd and Susan A. Byrd** desire that said right-of-way be vacated, have submitted a Petition to the City Council requesting that it assent to the vacation of same pursuant to *Code of Alabama* § 23-4-20, as amended, and have provided notice of such request to vacate to all utility providers with utility lines or facilities within the area to be vacated in accordance with the *Code of Alabama*; provided, however, that entities with utility lines, equipment or facilities in place within said right-of-way at the time of vacation shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and,

WHEREAS, all utility providers have issued their written consent to the aforesaid vacation; and,

WHEREAS, a public hearing as to the proposed vacation has been held, and, if necessary, a public hearing as to the right-of-way vacation fee to be determined has been held, with all necessary notice to interested parties having been provided for such hearing(s), all as required by law and ordinance; and,

WHEREAS, the above-described right-of-way is not needed as a public right-of-way in the City of Mobile, Alabama, and the proposed vacation of said right-of-way is in the public interest; and,

WHEREAS, no other property owners own any land within or abutting the areas affected by this proposed vacation, except for those who have joined in said Petition, and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said right-of-way; and,

WHEREAS, the square footage of the area sought to be vacated and abutting tracts is as follows:

Area sought to be vacated:	5227.2 square feet
Darling tract (3820 Cottage Hill):	27007 (estimated)
Darling tract (3812 Cottage Hill):	12631.82
Byrd tract (3759 Cottage Hill Road):	19166 (estimated);

NOW THEREFORE, the premises considered, **BE IT RESOLVED** by the City Council of the city of Mobile, pursuant to *Code of Alabama* § 23-4-20, as amended, that, contingent upon pre-payment of the right-of-way vacation fee stated below, by **Gregory J. Darling, Ann M. Darling, Jeffrey L. Byrd, Susan A. Byrd,** having quitclaimed their interest in the right-of-way to be vacated as stated in the Amended Declaration of Vacation dated May 30, 2023, the following described public right-of-way is and shall be vacated:

> Commencing at the Southwest Corner of Lot 1, Plotka Subdivision, as per Map Book 20, Page 70, as recorded in the Office of the Judge Probate Mobile County, Alabama; thence N 52° 27' 00" E 182.98' along the South line of said Lot 1, Plotka Subdivision to the POINT OF BEGINNING of the property herein described; thence N 37° 28' 33" W 40.00' to a point; thence N 52° 31' 22" E 133.18' to a point on the West line of Lot 1, Darling Oaks, as per Map Book 106, Page 52, as recorded in the Office of the Judge Probate Mobile County, Alabama; thence S 37° 36' 15" E 39.83' along the West line of said Lot 1, Darling Oaks to a point; thence S 52° 27' 00" W 133.27' back to the POINT OF BEGINNING, containing .012 acres, more or less;

BE IT FURTHER RESOLVED that the right-of-way fee provided for in *Code of Alabama* § 11-49-69 and the *City of Mobile Ordinance* No. 57-029-2020 is hereby determined and established to be $10,924.85.

BE IT FURTHER RESOLVED that entities with utility lines, equipment or facilities in place within said right-of-way at the time of vacation shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred, including the right to cut and/or trim trees which interfere with said facilities and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

Notice of this Resolution shall be published in a newspaper in Mobile County no later than fourteen (14) days after its adoption. This Resolution shall also be recorded in the land records of the Mobile County Probate Court.

ADOPTED:

_____

City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

I, Lisa C. Lambert, City Clerk of the City of Mobile, hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the city of Mobile in its meeting duly held on the ____ day of _____, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the city Council of the City of Mobile on this ____ day of _____, 2023.

_____

CITY CLERK

AMENDED PETITION FOR VACATION

WHEREAS, the original Petition for Vacation filed with the City Clerk referred to the **improved** value of all lots or tracts of land that abut the area sought to be vacated; and

WHEREAS, The City of Mobile Real Estate Department through Lana Gauthier, Recording Supervisor, calculated the fee by determining the fair market appraised **improved** value of the lots or tracts of land abutting the area sought to be vacated to calculate the fee for the vacation request; and

WHEREAS, an Ordinance to Amend Section 57-17 of the Mobile City Code, 1991 approved June 7, 2022 which provides in Section 57-17 (3) (e) (2), "The fee shall be equal to the fair market appraised **unimproved** land value of the land which will be added to the holdings of the abutting landowners who will directly benefit from the vacation, as determined in accordance with Code of Ala. § 11-49-6."; and

WHEREAS, Petitioners are re-submitting their Amended Petition to Correct their prior Petition which used the Mobile County Revenue Commissioners assessed **improved** value of land abutting the area sought to be vacated as determined by the Mobile County Revenue Commissioner instead of the current year fair market **unimproved** land value, as determined by the Mobile County Revenue Commissioner as provided in the Mobile City Code Ordinance as amended Sec. 57-17; and

WHEREAS, the Petitioners are attaching to this Amended Petition and incorporating by reference as fully as though set out herein the original Petition with attachments with the exception of the substituting Mobile County Tax Appraiser **unimproved** appraisal values of land set forth therein; and

WHEREAS, the undersigned Gregory J. Darling and Ann M. Darling and Jeffrey L. Byrd and Susan A. Byrd constitute all of the abutting owners surrounding that undeveloped forty foot (40') "service road" more particularly described as follows:

> Commencing at the Southwest Corner of Lot 1, Plotka Subdivision, as per Map Book 20, Page 70, as recorded in the Office of the Judge Probate Mobile County, Alabama; thence N 52° 27' 00" E 182.98' along the South line of said Lot 1, Plotka Subdivision to the POINT OF BEGINNING of the property herein described; thence N 37° 28' 33" W 40.00' to a point; thence N 52° 31' 22" E 133.18' to a point on the West line of Lot 1, Darling Oaks, as per Map Book 106, Page 52, as recorded in the Office of the Judge Probate Mobile County, Alabama; thence S 37° 36' 15" E 39.83' along the West line of said Lot 1, Darling Oaks to a point; thence S 52° 27' 00" W 133.27' back to the POINT OF BEGINNING, containing .012 acres, more or less;

Commencing at the Southwest Corner of Lot 1, Plotka Subdivision, as per Map Book 20, Page 70, as recorded in the Office of the Judge Probate Mobile County, Alabama; thence N 52° 27' 00" E 182.98' along the South line of said Lot 1, Plotka Subdivision to the POINT OF BEGINNING of the property herein described; thence N 37° 28' 33" W 40.00' to a point; thence N 52° 31' 22" E 133.18' to a point on the West line of Lot 1, Darling Oaks, as per Map Book 106, Page 52, as recorded in the Office of the Judge Probate Mobile County, Alabama; thence S 37° 36' 15" E 39.83' along the West line of said Lot 1, Darling Oaks to a point; thence S 52° 27' 00" W 133.27' back to the POINT OF BEGINNING, containing .012 acres, more or less;

IN WITNESS WHEREOF, the parties have hereunto caused this petition to be executed and set their hands and seals on this the 30 day of May, 2023.

GREGORY J. DARLING

ANN M. DARLING

JEFFREY L. BYRD

SUSAN A. BYRD

STATE OF ALABAMA
COUNTY OF MOBILE

I the undersigned Notary Public in and for said State and County, hereby certify that **Gregory J. Darling and Ann M. Darling,** whose names are signed to 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 executed the same voluntarily on the date the same bears date.

Given under my hand and notarial seal on this the 30 day of May, 2023.

(SEAL)

BRIAN DORGAN
My Commission Expires
NOTARY PUBLIC
10-01-2024
ALABAMA STATE AT LARGE

Notary Public, State of Alabama
My Commission Expires: 10/01/2024

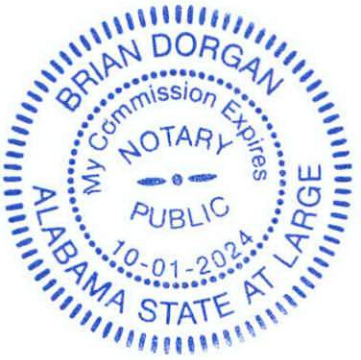


STATE OF ALABAMA
COUNTY OF MOBILE

I the undersigned Notary Public in and for said State and County, hereby certify that **Jeffrey L. Byrd and Susan A. Byrd,** whose names are signed to 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 executed the same voluntarily on the date the same bears date.

Given under my hand and notarial seal on this the 30 day of MAY, 2023.

(SEAL)



Notary Public, State of Alabama
My Commission Expires: 10/01/2024

STATE OF ALABAMA

COUNTY OF MOBILE

AMENDED DECLARATION OF VACATION

WHEREAS, the original Declaration of Vacation filed with the City Clerk referred to the Mobile County Revenue Commissioners appraised **improved** value of all lots or tracts of land that abut the area sought to be vacated; and

WHEREAS, The City of Mobile Real Estate Department by Lana Gauthier, Recording Supervisor, calculated the fee for the vacation request using the appraised fair market of the **improved** lots abutting the land to be vacated; and

WHEREAS, an Ordinance to Amend Section 57-17 of the Mobile City Code, 1991 approved June 7, 2022 which provides in Section 57-17 (3) (e) (2), "The fee shall be equal to the fair market appraised unimproved land value of the land which will be added to the holdings of the abutting landowners who will directly benefit from the vacation, as determined in accordance with Code of Ala. § 11-49-6."; and

WHEREAS, Petitioners are re-submitting their Amended Declaration to Correct their prior Declaration using the **improved** instead of **unimproved** values of all lots or tracts of land abutting the area sought to be abandoned as provided in the amended Section 57-17 of the Mobile City Code; and

WHEREAS, the Petitioners are attaching to this Amended Declaration and incorporating by reference as fully as though set out herein the original Declaration of Vacation with attachments with the exception of the **improved** values of land set forth therein and substituting the _ fair market appraised values of land that abuts the area sought to be vacated; and

WHEREAS, the undersigned Gregory J. Darling and Ann M. Darling are the owners of the parcels of real property located at 3820 Cottage Hill Road (Tax Assessor Key #571624) and 3812 Cottage Hill road (Tax Assessor Key #571615), in the City of Mobile, Alabama; and

WHEREAS, the Darling's parcels of real property border an undeveloped forty foot (40') "service road" on three of its four sides, and the fourth side abuts Cottage Hill Road; and

WHEREAS, said undeveloped forty foot (40') "service road" is described as follows:

Commencing at the Southwest Corner of Lot 1, Plotka Subdivision, as per Map Book 20, Page 70, as recorded in the Office of the Judge Probate Mobile County, Alabama; thence N 52° 27' 00" E 182.98' along the South line of said Lot 1,

Plotka Subdivision to the POINT OF BEGINNING of the property herein described; thence N 37° 28' 33" W 40.00' to a point; thence N 52° 31' 22" E 133.18' to a point on the West line of Lot 1, Darling Oaks, as per Map Book 106, Page 52, as recorded in the Office of the Judge Probate Mobile County, Alabama; thence S 37° 36' 15" E 39.83' along the West line of said Lot 1, Darling Oaks to a point; thence S 52° 27' 00" W 133.27' back to the POINT OF BEGINNING, containing .012 acres, more or less;

Said legal description having been provided by Gerald A. Smith in connection with his survey of 3820 Cottage Hill Road that is attached hereto as Exhibit "A";

and

WHEREAS, the undersigned Jeffrey L. Byrd and Susan A. Byrd are the owners of the parcel of real property located at 3759 Cottage Hill Road, which property abuts that portion of Cottage Hill Road directly across from said forty foot (40') "service road", and which property is described as follows:

Lot A, Donovan Place, according to plat thereof recorded in Map Book 65 page 104 of the records in the office of the Judge of Probate, Mobile County, Alabama; and

WHEREAS, said forty foot (40') "service road" and all abutting properties are located solely within the city limits of Mobile, Alabama (See Exhibit B and C attached hereto); and

WHEREAS, said forty foot (40') "service road" has never been paved, used for public way, open to vehicular traffic or otherwise developed and is occupied by the said Gregory J. Darling and Ann M. Darling being the owners of property immediately adjacent thereto; and

WHEREAS, the only other portion of said "service road" extended eastward and was vacated on a similar petition on or about 2004; and

WHEREAS, the square footage of the area sought to be vacated and of the abutting tracts is as follows:

Area sought to be vacated:	5227.2 square feet
Darling tract (3820 Cottage Hill):	27007 (estimated)
Darling tract (3812 Cottage Hill):	12631.82
Byrd tract (3759 Cottage Hill Road):	19166 (estimated);

and;

WHEREAS, the current year assessed values as determined by the Mobile County Revenue Commissioner on all tracts that abut the forty foot (40') "service road" sought to be vacated as follows:

Darling tract (3820 Cottage Hill):	$15,000.00
Darling tract (3812 Cottage Hill):	$50,700.00
Byrd tract (3759 Cottage Hill Road):	$32,500.00;

and

WHEREAS, it is the intent of Gregory J. Darling and Ann M. Darling and Jeffrey L. Byrd and Susan A. Byrd to vacate forty foot (40') "service road" as described hereinabove and the undersigned abutting owners do join in the declaration only to indicate their consent thereto, all in accordance with the provisions of § 23-4-20, *Code of Alabama* (1975); and

WHEREAS, no other property owners own any land within or abutting the areas affected by the proposed vacation and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said right of way.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the only abutting property owners to that undeveloped forty foot (40') "service road" as shown on survey attached hereto and made a part thereof as Exhibit "A" and more particularly described as follows:

> Commencing at the Southwest Corner of Lot 1, Plotka Subdivision, as per Map Book 20, Page 70, as recorded in the Office of the Judge Probate Mobile County, Alabama; thence N 52° 27' 00" E 182.98' along the South line of said Lot 1, Plotka Subdivision to the POINT OF BEGINNING of the property herein described; thence N 37° 28' 33" W 40.00' to a point; thence N 52° 31' 22" E 133.18' to a point on the West line of Lot 1, Darling Oaks, as per Map Book 106, Page 52, as recorded in the Office of the Judge Probate Mobile County, Alabama; thence S 37° 36' 15" E 39.83' along the West line of said Lot 1, Darling Oaks to a point; thence S 52° 27' 00" W 133.27' back to the POINT OF BEGINNING, containing .012 acres, more or less;

do execute this Amended Declaration of Vacation, declaring the same to be vacated in accordance with the provisions of § 23-4-20, *Code of Alabama* (1975);

The undersigned, **Jeffrey L. Byrd and Susan A. Byrd**, do hereby REMISE, RELEASE, QUITCLAIM and CONFEY unto **Gregory J. Darling and Ann M. Darling,** as joint tenants during their joint lives and upon the death of either of them, then to the survivor of them, and to

the heirs and assigns of such survivor, any and all of their right, title and interest in and to said vacated forty foot (40') "service road".

To the extent that SPIRE has utility services within the area vacated, it is granted and easement for ingress and egress solely for the purpose of maintaining existing facilities, if any.

IN WITNESS WHEREOF, the parties have hereunto caused this petition to be executed and set their hands and seals on this the 30 day of May, 2023.

GREGORY J. DARLING

ANN M. DARLING

JEFFREY L. BYRD

SUSAN A. BYRD

STATE OF ALABAMA

COUNTY OF MOBILE

I the undersigned Notary Public in and for said State and County, hereby certify that **Gregory J. Darling and Ann M. Darling,** whose names are signed to 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 executed the same voluntarily on the date the same bears date.

Given under my hand and notarial seal on this the 30 day of May, 2023.

(SEAL)

BRIAN DORGAN
My Commission Expires
NOTARY PUBLIC
10-01-2024
ALABAMA STATE AT LARGE

Notary Public, State of Alabama
My Commission Expires: 10/01/2024

STATE OF ALABAMA

COUNTY OF MOBILE

I the undersigned Notary Public in and for said State and County, hereby certify that **Jeffrey L. Byrd and Susan A. Byrd,** whose names are signed to 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 executed the same voluntarily on the date the same bears date.

Given under my hand and notarial seal on this the 30 day of May, 2023.

(SEAL)

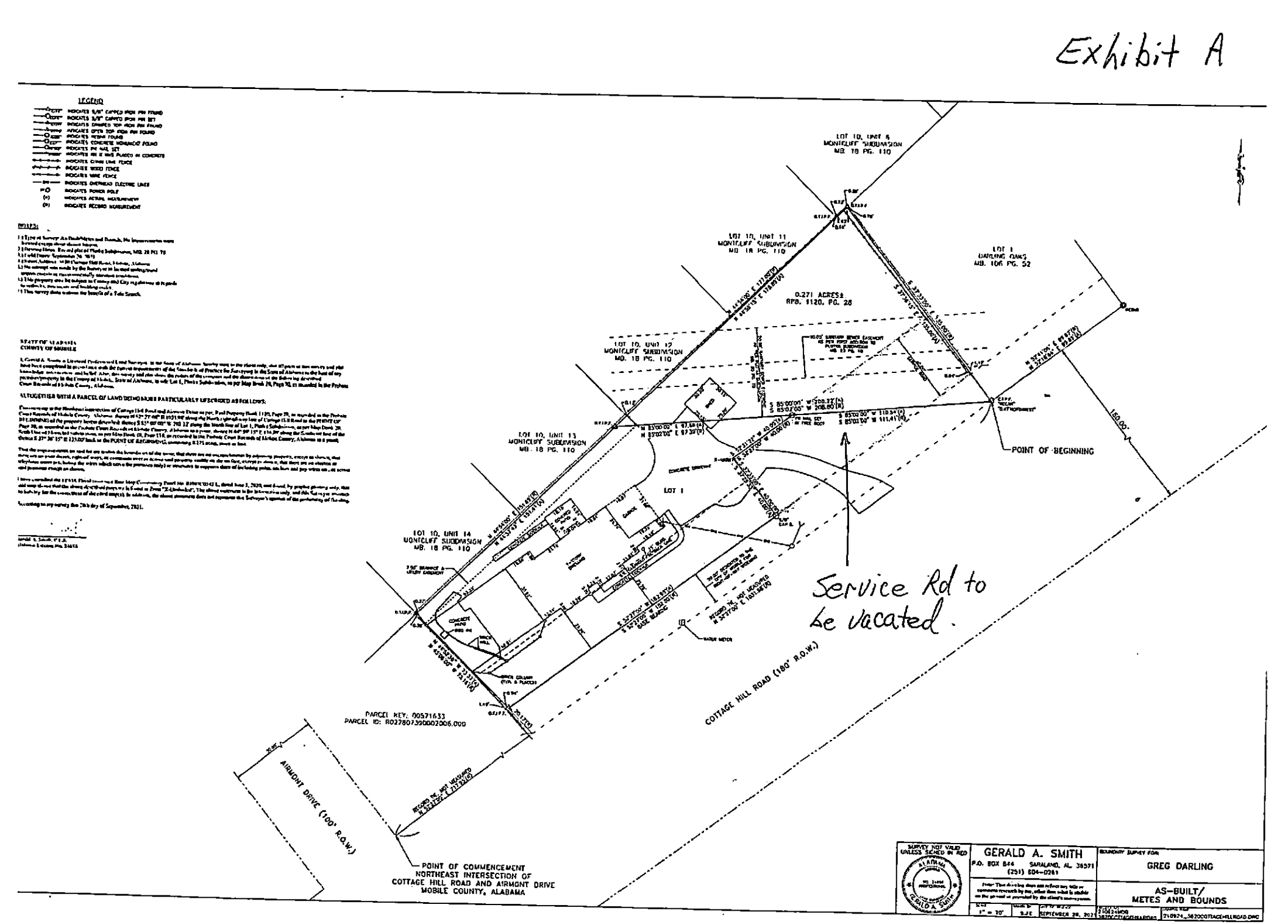


Notary Public, State of Alabama
My Commission Expires: 10/01/2024

LEGAL DESCRIPTION
STATE OF ALABAMA
COUNTY OF MOBILE

Commencing at the Southwest Corner of Lot 1, Plotka Subdivision, as per Map Book 20, Page 70, as recorded in the Office of the Judge Probate Mobile County, Alabama; thence S 52° 27' 00" W 182.98' along the South line of said Lot 1, Plotka Subdivision to the POINT OF BEGINNING of the property herein described; thence N 37° 28' 33" W 40.00' to a point; thence N 52° 31' 22" E 133.18' to a point on the West line of Lot 1, Darling Oaks, as per Map Book 106, Page 52, as recorded in the Office of the Judge Probate Mobile County, Alabama; thence S 37° 36' 15" E 39.83' along the West line of said Lot 1, Darling Oaks to a point; thence S 52° 27' 00" W 133.27' back to the POINT OF BEGINNING, containing 0.12 acres, more or less.

Exhibit A



LEGEND

NOTES:

STATE OF ALABAMA
COUNTY OF MOBILE

SURVEY NOT VALID UNLESS SEALED IN RED

GERALD A. SMITH
P.O. BOX 844 SARALAND, AL. 36571
(251) 604-0261

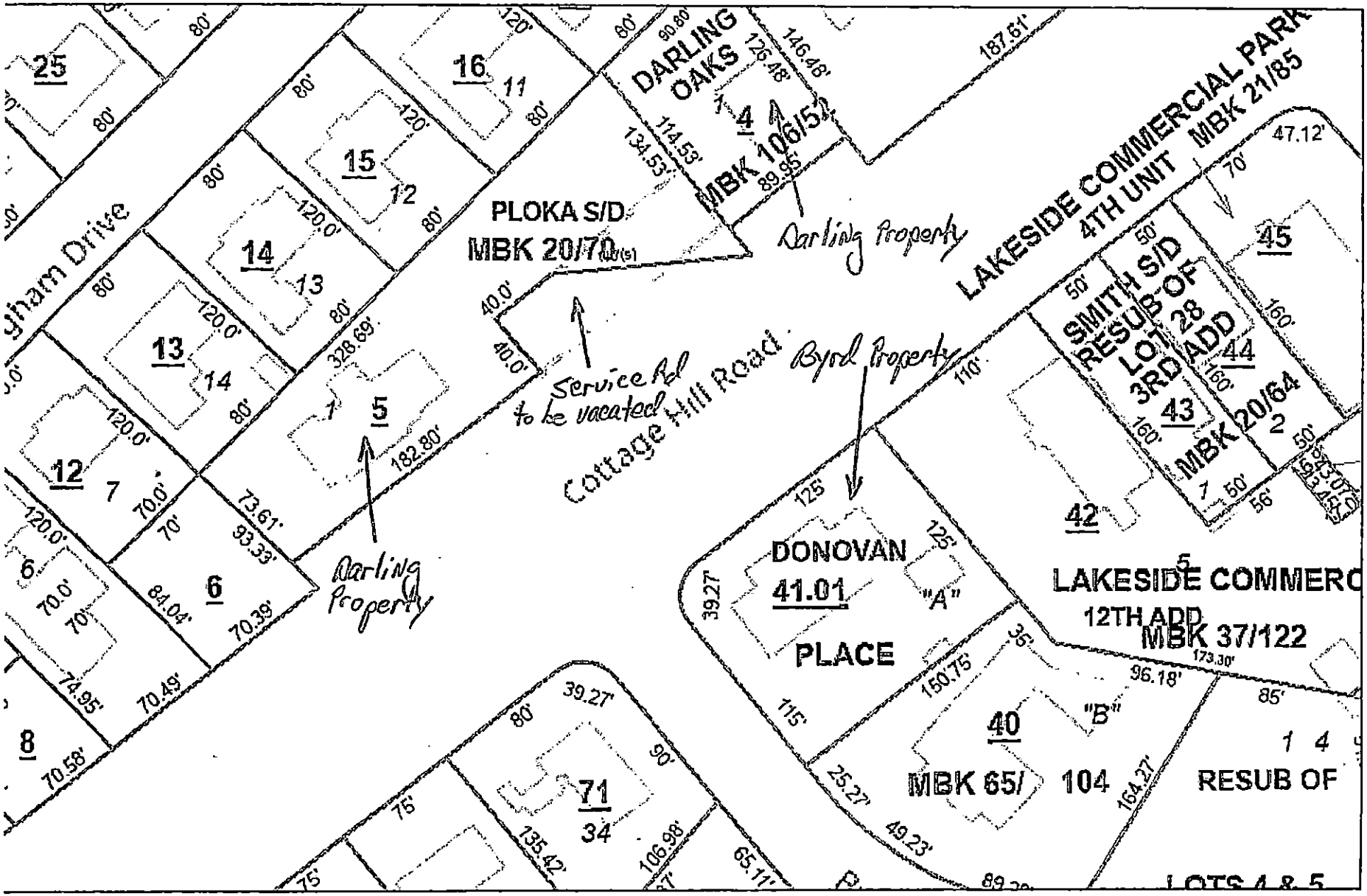
BOUNDARY SURVEY FOR
GREG DARLING

AS-BUILT/
METES AND BOUNDS

1" = 30' | SEPTEMBER 28, 2021

Mobile County Interactive Tax Map

Exhibit B



)21, 8:49:46 AM

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

Parcels — Leader Subdivision Name — Building Footprints

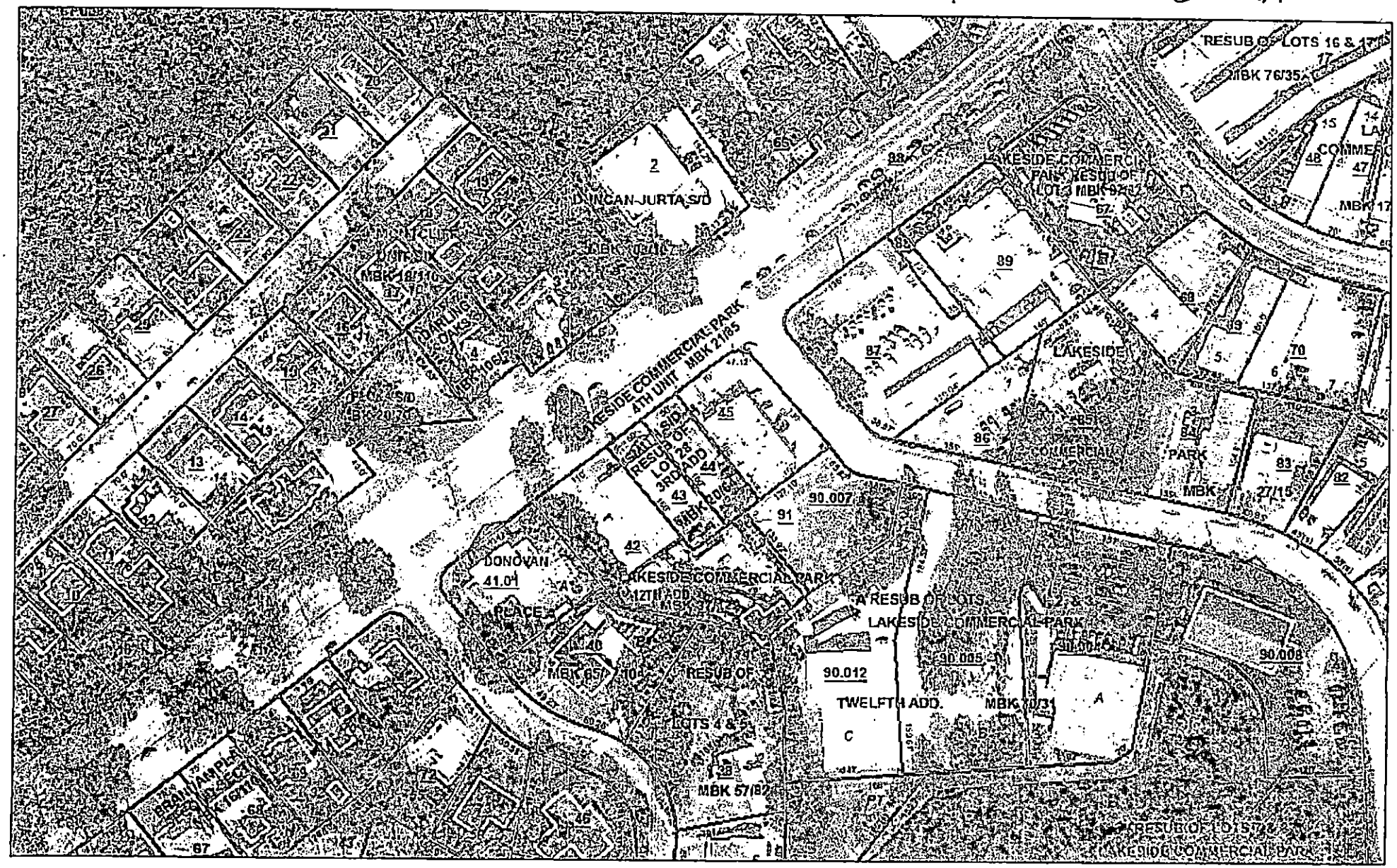
Mobile County — Leader Parcel Number — Parcels

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Mobile County Revenue Commission, BIS Consulting -

Mobile County Interactive Tax Map

Exhibit C



12/10/2021, 10:31:49 AM

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

Parcels

Mobile County

Leader Subdivision Name

Leader Parcel Number

Building Footprints

Parcels

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Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

 Mobile County Revenue Commission, BIS Consulting -

Spire Gulf Inc.
2828 Dauphin St.
Mobile, AL 36606

February 8, 2022

William S. McFadden
718 Downtowner Blvd.
Mobile, AL 36609

Re: Declaration of Vacation
3820 Cottage Hill Road, Mobile, AL

Vacation: Forty foot undeveloped "service road"

Mr. McFadden

In response to your letter dated January 12, 2022 to the above referenced Declaration of Vacation of 3820 and 3812 Cottage Hill Road. Please be advised that Spire Alabama Inc. ("Spire"), has facilities within the area to be vacated. Spire is requesting that a savings clause be included in the Vacation Ordinance that will protect our existing facilities and will grant Spire the right to ingress and egress for the proper maintenance of these facilities.

Sincerely,

Valerie Barrett

Valerie Barrett
Right of Way Representative, Alabama
Spire Gulf Inc.

Engineering Approval: _____

Systems Planning Approval: _____

MAWSS
MOBILE AREA WATER & SEWER SYSTEM

January 28, 2022

William S. McFadden
McFadden, Rouse & Bender, LLC
718 Downtowner Boulevard
Mobile, AL 36609

RE: Request to Vacate Unopened/Unused 40'Service Road ROW, Abutting Plotka (MB 20 P 70) and Darling Oaks (MB 106 P 52) Subdivisions
3820 Cottage Hill Road Section 36, T4S-R2W

Dear Mr. McFadden:

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

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

Mobile Area Water & Sewer System,

D. L. Russell

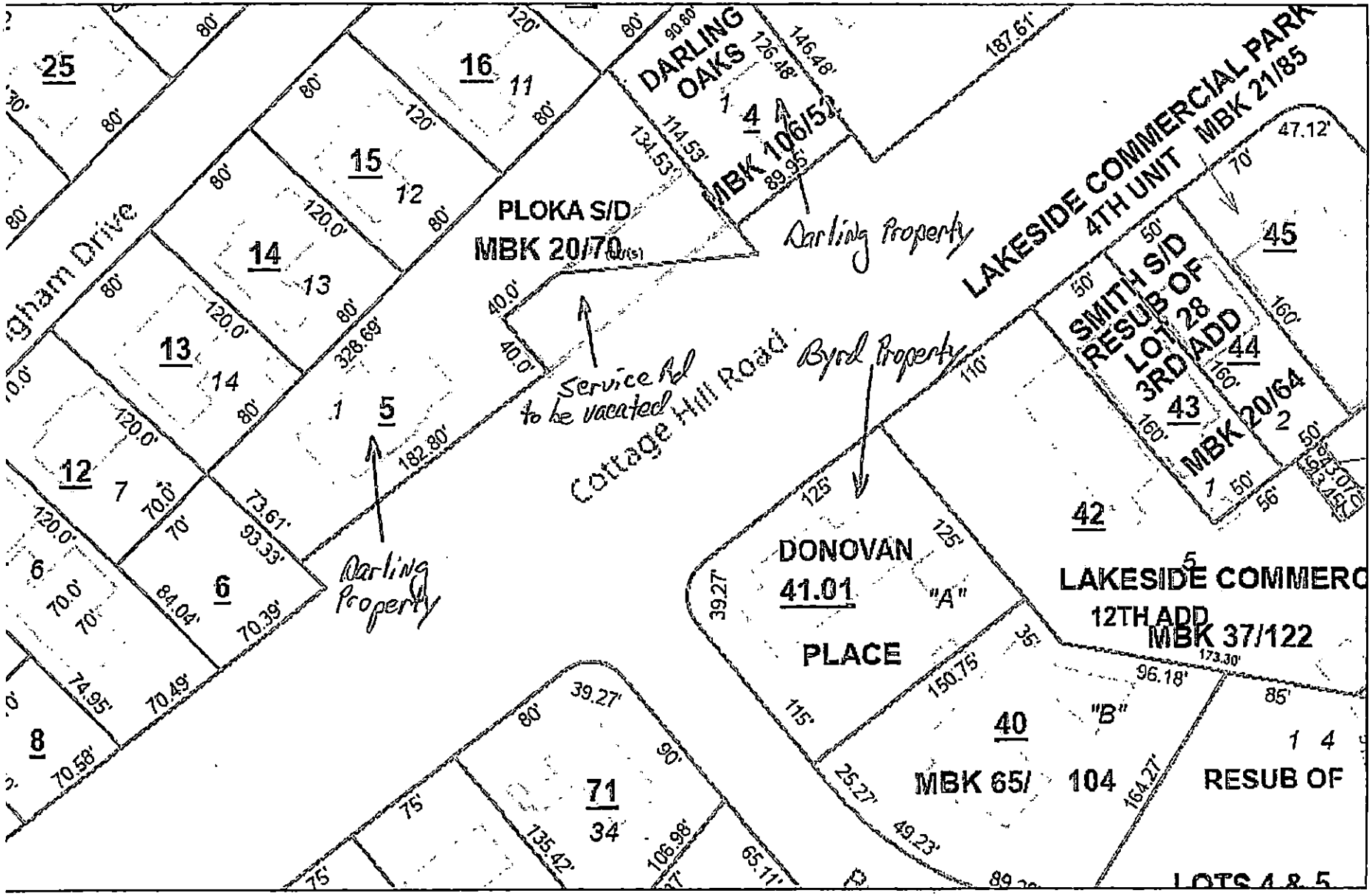
Daryl B. Russell, P.E.
Planning & Engineering Manager

cc: A. Tyree

P.O. Box 2368, Mobile, AL 36652 • 4725 Moffett Rd, Suite H. • Mobile, AL 36618 • Phone 251.694.3191 • Fax 251.694.3443

Mobile County Interactive Tax Map

Exhibit B



:021, 8:49:46 AM

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

Parcels — Leader Subdivision Name — Building Footprints

Mobile County — Leader Parcel Number — Parcels

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Mobile County Revenue Commission, BIS Consulting -

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ANN DARLING
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Mobile, AL 36609-6510

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Comcast
3248 Springhill Ave.
Mobile, AL 36607

JEFFREY L. BYRD
SUSAN A. BYRD
3759 Cottage Hill Rd.
Mobile, AL 36609-6556

DONNIE LITTLE
Comcast
3248 Springhill Ave.
Mobile, AL 36602

JOHN BAKER
Alabama Power Company
150 St. Joseph St.
Mobile, AL 36602

BRAD SADLER
AT&T
2155 Old Shell Rd.
Mobile, AL 36607

VALERIE BARRETT
Spire Gulf Inc.
2828 Dauphin St.
Mobile, AL 36606

ROBERT E. CLUTE, JR.
Clute & Clute, P.C.
P. O. Box 3125
Mobile, AL 36652-3125

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MOBILE COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

- **Search**
- Pay Tax
- Forms

PARCEL #: **28 07 39 0 002 004.XXX**
OWNER: DARLING GREGORY JAMES & ANN MARGARET ..
ADDRESS: 3812 COTTAGE HILL RD MOBILE AL 36609..
LOCATION: 3812 COTTAGE HILL RD

[610-D0] Baths: **1.0** H/C Sqft: **1,640**
MUNI 14 MOBILE CITY Bed Rooms: **0** Land Sch: **MT/52**
Land: **50,700** Imp: **153,600** Total: **204,300**
Acres: **0.000** Sales Info: **09/14/2004** **$38,000**

<< Prev Next >> [3 / 3 Records] **Processing...**

Tax Year : 2023

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS:	2	OVER 65 CODE:	
EXEMPT CODE:		DISABILITY CODE:	
MUN CODE:	14 MO	HS YEAR:	0
SCHOOL DIST:	2	EXM OVERRIDE AMT:	$0.00
OVR ASD VALUE:	$0.00		
CLASS USE:	000915 C		
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	$188,300.00	BOE VALUE:	$0.00
KEY #:	571615		

VALUE

LAND VALUE 10%		$0
LAND VALUE 20%		$50,700
CURRENT USE VALUE	[DEACTIVATED]	$0
CLASS 2		
PAVEMENT CURBIN	34CSHTR	$200
"PAVING ASPHALT	34PASP3	$11,200
FENCE WOOD PRIV	33WFNT6	$3,400
"PAVING CONCRET	34PCR04	$600
OTHER BLDG		$138,200
CLASS 3		
TOTAL MARKET VALUE **[APPR. VALUE: $204,300]**:		$204,300

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

DEEDS

INSTRUMENT NUMBER	DATE
2059-308	7/5/2008
WD4238-885	1/19/1995
VL4027-114	2/23/1993

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
12/14/2022	2022	ANN DARLING	$1,919.94
12/27/2021	2021	ANN DARLING	$1,919.94
12/21/2020	2020	ANN DARLING	$1,919.96
2/18/2020	2019	ANN DARLING	$1,865.56
2/6/2019	2018	ANN DARLING	$1,902.21
2/23/2018	2017	ANN DARLING	$1,897.83
2/9/2017	2016	ANN M. DARLING	$1,896.33
2/17/2016	2015	ANN M. DARLING	$1,725.90
2/25/2015	2014	ANN M DARLING	$1,730.33
2/27/2014	2013	ANN DARLING	$1,742.26
2/19/2013	2012	ANN M DARLING OR GREGORY J DARLING	$1,749.42
2/27/2012	2011	ANN DARLING	$1,759.42
2/15/2011	2010	ANN	$1,786.86
3/30/2010	2009	ANN	$1,875.03
12/31/2008	2008	GREOGRY DARLING	$1,850.39
	2007	VISA	$1,807.21
	2006	VISA	$463.55
	2005	VISA	$481.33
	2004	CHECK	$278.13
	2003	CHECK	$278.13
	2002	CHECK	$278.13

QUICK LINKS
- Property Tax
- Assessment
- Collection
- Millage Rate
- Contact Us
- County Site
- ** News **

NEW
COUNTY MAP

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KIM HASTIE
Revenue Commissioner
MOBILE COUNTY
3925 Michael Blvd Suite G
MOBILE, AL 36609
: (251) 574 8530

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WELCOME | REAL PROPERTY | PERSONAL PROPERTY | COUNTY MAP

- Search
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PARCEL #:	**28 07 39 0 002 005.XXX**
OWNER:	DARLING GREGORY J & ANN M DARLING
ADDRESS:	3812 COTTAGE HILL RD MOBILE AL 36609..
LOCATION:	3820 COTTAGE HILL RD MOBILE AL 36609

[111-D+]	Baths: **2.0**	H/C Sqft: **1,957**
NEWPORT VILLAGE/EL ..	Bed Rooms: **0**	Land Sch: **UN/05**
Land: **15,000**	Imp: **105,500**	Total: **120,500**
Acres: **0.000**	Sales Info: **09/29/2021**	**$185,000**

<< Prev Next >> [1 / 3 Records] **Processing...**

Tax Year : 2023

SUMMARY | LAND | BUILDINGS | SALES | PHOTOGRAPHS | MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS:	2	OVER 65 CODE:	
EXEMPT CODE:		DISABILITY CODE:	
MUN CODE:	14 MO	HS YEAR:	0
SCHOOL DIST:	02	EXM OVERRIDE AMT:	$0.00
OVR ASD VALUE:	$0.00		
CLASS USE:	000111 C		
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	$127,400.00	BOE VALUE:	$0.00
KEY #:	571624		

VALUE

LAND VALUE 10%		$0
LAND VALUE 20%		$15,000
CURRENT USE VALUE	[DEACTIVATED]	$0
CLASS 2		
GARAGE WOOD OR	24WCBFA	$6,700
BLDG 1	111	$98,800
CLASS 3		
TOTAL MARKET VALUE **[APPR. VALUE: $120,500]**:		$120,500

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

DEEDS

INSTRUMENT NUMBER	DATE
2021064608	9/29/2021
0-0	7/5/2008

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
12/14/2022	2022	ANN DARLING	$1,627.98
	2021		$0.00
	2020		$0.00
	2019		$0.00
	2018		$0.00
	2017		$0.00
	2016		$0.00
	2015		$0.00
	2014		$0.00
	2013		$0.00
	2012		$0.00
	2011		$0.00
	2010		$0.00
	2009		$0.00
	2008		$0.00

QUICK LINKS

- Property Tax
- Assessment
- Collection
- Millage Rate
- Contact Us
- County Site
- ** News **

NEW COUNTY MAP

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KIM HASTIE
Revenue Commissioner
MOBILE COUNTY
3925 Michael Blvd Suite G
MOBILE, AL 36609
: (251) 574 8530

VISA MasterCard DISCOVER

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MOBILE COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

WELCOME **REAL PROPERTY** PERSONAL PROPERTY COUNTY MAP

- **Search**
- Pay Tax
- Forms

PARCEL #:	**28 07 39 0 002 005.XXX**	**[111-D+]**	Baths: **2.0**	H/C Sqft: **1,957**
OWNER:	DARLING GREGORY J & ANN M DARLING	**NEWPORT VILLAGE/EL ..**	Bed Rooms: **0**	Land Sch: **UN/05**
ADDRESS:	3812 COTTAGE HILL RD MOBILE AL 36609..	Land: **15,000**	Imp: **105,500**	Total: **120,500**
LOCATION:	3820 COTTAGE HILL RD MOBILE AL 36609	Acres: **0.000**	Sales Info: **09/29/2021**	**$185,000**

<< Prev Next >> [1 / 3 Records] **Processing...**

Tax Year : 2023

SUMMARY **LAND** BUILDINGS SALES PHOTOGRAPHS MAPS

LAND COMPUTATION

		Code	Acreage	Square Foot	Market Value	CU. Value
SITE VALUE	2	05 RESIDENTIAL	0	0	$15,000.00	

ROLLBACK/HOMESITE/MISCELLANEOUS

LEGAL DESCRIPTION

SUB DIVISON1: MAP BOOK: PAGE:
SUB DIVISON2: MAP BOOK: PAGE:

PRIMARY BLOCK: SECONDARY BLOCK:
PRIMARY LOT: SECONDARY LOT:

SECTION: 39 TOWNSHIP: 4S RANGE: 2W
CONDO NAME: CONDO BOOK: PAGE: CONDO UNITS:

METES AND BOUNDS: BEG AT A CONCRETE MONUMENT AT NE INTERSECTION OF COTTAGE HILL RD & AIRMONT DR RUN THEN N 52 DEG 27 MIN E ALG NW ROW OF COTTAGE HILL RD 1031.98 FT TO POB TH S 85 DEG 02 MIN W ALG N/L LOT 1 PLOTKA SUB 208.8 FT TH N 44 DEG 54 MIN E ALG SE/L OF SIXTH UNIT OF MONTCLIFF SUB 177 FT TO PT THEN S 37 DEG 33 MIN E 135 FT TO PT OF BEG EXCEPT THEREFROM A 10 FT SANITARY SEWER EASEMENT TO MOBILE WATER & SEWER BOARD ALSO LOT 1 PLOTKA SUBDIV MBK 20 P 70 #SEC 39 T4S R2W #MP28 07 39 0 002

SALES INFORMATION

9/29/2021	$185,000.00	1	**BOOK:**I **PAGE:**2021064608	Land & Building	DARLING GREGORY J & ANN M DARLING

QUICK LINKS

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NEW COUNTY MAP

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MOBILE COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

WELCOME | REAL PROPERTY | PERSONAL PROPERTY | COUNTY MAP

- Search
- Pay Tax
- Forms

PARCEL #: 28 07 39 0 002 041.01X
OWNER: BYRD JEFFREY L & SUSAN A
ADDRESS: 3759 COTTAGE HILL ROAD MOBILE AL 36609
LOCATION: 3759 COTTAGE HILL RD MO

[111-D+] Baths: **4.5** H/C Sqft: **3,003**
BAYVIEW Bed Rooms: **3** Land Sch: **UN/05**
Land: **32,500** Imp: **204,800** Total: **237,300**
Acres: **0.000** Sales Info: **08/10/2005** **$175,000**

<< Prev Next >> [1 / 1 Records] **Processing...**

Tax Year : 2023

SUMMARY | LAND | BUILDINGS | SALES | PHOTOGRAPHS | MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS:	3	OVER 65 CODE:	
EXEMPT CODE:	10	DISABILITY CODE:	
MUN CODE:	14 MO	HS YEAR:	0
SCHOOL DIST:	2	EXM OVERRIDE AMT:	$0.00
OVR ASD VALUE:	$0.00		
CLASS USE:	000111 C		
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	$234,300.00	BOE VALUE:	$0.00
KEY #:	571991		

VALUE

LAND VALUE 10%		$32,500
LAND VALUE 20%		$0
CURRENT USE VALUE	[DEACTIVATED]	$0
CLASS 2		
CLASS 3		
GARAGE WOOD OR	24WCBNL	$6,900
UTILITY WOOD OR	26WDCCL	$1,800
BLDG 1	111	$196,100
TOTAL MARKET VALUE **[APPR. VALUE: $237,300]**:		$237,300

Assesment Override:
MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

DEEDS

INSTRUMENT NUMBER	DATE
908-403	7/5/2008

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
11/17/2022	2022	CORELOGIC	$1,431.44
11/17/2021	2021	CORELOGIC	$1,431.44
1/15/2021	2020	CORELOGIC	$1,408.58
12/9/2019	2019	CORELOGIC	$1,331.11
11/29/2018	2018	CORELOGIC	$1,331.11
12/5/2017	2017	CORELOGIC	$1,183.95
11/18/2016	2016	CORELOGIC	$1,201.73
10/2/2015	2015	FIRST AMERICAN TITLE	$1,106.48
11/19/2014	2014	CORELOGIC	$1,138.23
10/16/2013	2013	BAC TAX SERVICES CORPORATION	$1,168.71
11/7/2012	2012	BAC TAX SERVICES CORPORATION	$1,210.62
11/7/2011	2011	BAC TAX SERVICES CORPORATION	$1,242.37
11/9/2010	2010	BAC TAX SERVICES CORPORATION	$1,288.09
11/13/2009	2009	BAC TAX SERVICES CORPORATION	$1,323.65
11/19/2008	2008	COUNTRYWIDE	$1,363.02
	2007	OTHER(E)	$1,169.98
	2006	OTHER(E)	$1,131.88
	2005	OTHER(E)	$1,131.88
	2004	CHECK	$1,086.16
	2003	CHECK	$959.16
	2002	OTHER(P)	$959.16

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NEW COUNTY MAP

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KIM HASTIE
Revenue Commissioner
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MOBILE, AL 36609
: (251) 574 8530

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AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Daves

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	8/3/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/3/2023 - 3:15 PM

R E S O L U T I O N

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

Adopted:

_____

City Clerk

NOTICE OF HEARING TO CONSIDER A VACATION OF RIGHT OF WAY FEE AS A CONDITION OF THE VACATION OF A 40' UNDEVELOPED PORTION OF A SERVICE ROAD BORDERING 3812 AND 3820 COTTAGE HILL ROAD

The City of Mobile has been requested by the Gregory J. Darling, Ann M. Darling, Jeffrey L. Byrd, and Susan A. Byrd to vacate a 40' undeveloped portion of a service road bordering 3812 and 3820 Cottage Hill Road.

The City of Mobile may require abutting landowners who will directly benefit from such vacation to pay a vacation of right-of-way fee equal to the fair market value of the land. The fair market value shall be determined by the Mobile City Council after a public hearing which will be held on Tuesday, September 12, 2023, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama.

Any citizen who desires will be allowed to speak for or against this matter at the public hearing.

Lisa C. Lambert, City Clerk

Cottage Hill Road Vacation

Adjoining Properties	Tax assessor Fair Unimproved Mkt Value 2023	Sq. Ft.	FMV / SF
Lot 1, Key No. 571624	$ 15,000.00	27,007	$0.56
Lot 2, Key No. 571615	$ 50,700.00	12,631.82	$4.01
Lot 3, Key No. 571991	$ 32,500.00	19,166	$1.70
			6.27/3 = 2.09

$ 2.09 / SF AVERAGE X 5227.2 (SF TO BE VACATED) = $10,924.85 Real Estate Department Assessment

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Mayor Stimpson

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	9/12/2023 - 7:45 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

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	9/12/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/12/2023 - 8:16 AM

09-1030 **2023**

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the 2023-2024 General Fund, Capital Improvements Fund, and Convention Center Fund budgets are adopted with the attached amendments.

Adopted:

_____

City Clerk

41-975 **2023**

RESOLUTION

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

Adopted: AUG 29 2023.

City Clerk

Notice of Public Hearing

Pursuant to Resolution of the Mobile, Alabama City Council adopted on August 29, 2023, a public hearing will be held on September 5, 2023, at 10:30 a.m., to consider adoption of the 2023-2024 General Fund, Capital Improvement Fund and Convention Center Fund budgets for the City of Mobile, Alabama.

The public hearing will be held in the multi-purpose room of Government Plaza, 205 Government Street, Mobile, Alabama. Public comments will be allowed.

Lisa C. Lambert,
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/12/2023

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	9/11/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/11/2023 - 10:57 AM

41-1028 **2023**

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 258 North Hamilton Street and 263 North Franklin Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 12, 2023, a public hearing will be held on the 17th day of October, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 258 North Hamilton Street and 263 North Franklin Street from T-4, a mixed-use district of low density, and T-5.1, a mixed-use district of medium density, to T-4, a mixed-use district of low density in the Downtown Development District.

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

Lisa C. Lambert
City Clerk

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

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

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

Commencing at the Southeast intersection of Congress Street and North Hamilton Street in the City of Mobile, run South 22°-04'-02" East and along the East right-of-way line of said North Hamilton Street (50 foot right-of-way), a distance of 70.00 feet to the Point of Beginning of the property described herein; thence continue South 22°-04'-02" East and along said East right-of-way line, 39.96 feet to the Northwest corner of property conveyed by instrument recorded in Real Property Book 2395, Page 559, Probate Court Records, Mobile County, Alabama; thence North 67°-40'-47" East and along the North line of said property, 201.51 feet to the Northeast corner of property conveyed by instrument recorded in Real Property Book 4911, Page 574, said Probate Records; thence North 20°-30'-36" West and along the West right-of-way line of North Franklin Street (50 foot right-of-way), a distance of 69.60 feet to a point on the South line of property conveyed by instrument recorded in Land Records Book 7654, Page 568, said Probate Records; thence South 68°-35'-12" West and along the South line of said property, 107.00 feet to a point on the Eastern line of by property conveyed instrument recorded in Real Property Book 5523, Page 683, said Probate Records; thence South 22°-04'-12" East and along said East property line, 30.00 feet to the Southeast corner of said property; thence South 67°-39'-25" West and along the South line of said property, 94.50 feet to the Point of Beginning.

The classification of said property is hereby changed from T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District. and it shall hereafter be lawful to construct on such property

any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in T-4, a mixed-use district of low intensity, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a T-4, a mixed-use district of low intensity until all of the conditions set forth below have been complied with: 1) Completion of the Subdivision process; 2) Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and, 3) Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 17th day of October, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 20h day of September, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **258 North Hamilton Street and 263 North Franklin Street.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **T-4** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **T-4** districts until the following conditions have been complied with: **1) Completion of the Subdivision process; 2) Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and, 3) Full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE 2023

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

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

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

Commencing at the Southeast intersection of Congress Street and North Hamilton Street in the City of Mobile, run South 22°-04'-02" East and along the East right-of-way line of said North Hamilton Street (50 foot right-of-way), a distance of 70.00 feet to the Point of Beginning of the property described herein; thence continue South 22°-04'-02" East and along said East right-of-way line, 39.96 feet to the Northwest corner of property conveyed by instrument recorded in Real Property Book 2395, Page 559, Probate Court Records, Mobile County, Alabama; thence North 67°-40'-47" East and along the North line of said property, 201.51 feet to the Northeast corner of property conveyed by instrument recorded in Real Property Book 4911, Page 574, said Probate Records; thence North 20°-30'-36" West and along the West right-of-way line of North Franklin Street (50 foot right-of-way), a distance of 69.60 feet to a point on the South line of property conveyed by instrument recorded in Land Records Book 7654, Page 568, said Probate Records; thence South 68°-35'-12" West and along the South line of said property, 107.00 feet to a point on the Eastern line of by property conveyed instrument recorded in Real Property Book 5523, Page 683, said Probate Records; thence South 22°-04'-12" East and along said East property line, 30.00 feet to the Southeast corner of said property; thence South 67°-39'-25" West and along the South line of said property, 94.50 feet to the Point of Beginning.

The classification of said property is hereby changed from **T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District.** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in **T-4, a mixed-use district of low**

intensity, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **T-4, a mixed-use district of low intensity** until all of the conditions set forth below have been complied with: **1) Completion of the Subdivision process; 2) Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and, 3) Full compliance with all municipal codes and ordinances.**

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

Adopted:

_____

Lisa Lambert, City Clerk

Hampton Park at Downtown North Subdivision (Kim Knowles, Knowles Development Group, Inc, Applicant)
258 North Hamilton Street and 263 North Franklin Street
Council District 2
William Carroll

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

June 29, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of June 15, 2023 considered the request of **Kim Knowles, Knowles Development Group, Inc,** for a change in zoning from **T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District** for the property located at **258 North Hamilton Street and 263 North Franklin Street.**

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) Completion of the Subdivision process; 2) Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and, 3) Full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 20, 2023

Zeke Hudson
Rowe Engineering & Surveying
3502 Laughlin Drive
Suite B
Mobile, Alabama 36693

Re: **258 North Hamilton Street and 263 North Franklin Street**
ZON-UDC-002527-2023
Hampton Park at Downtown North Subdivision
Kim Knowles, Knowles Development Group, Inc.
District 2
Rezoning from T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District.

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

At its meeting on June 15, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined that the following criteria prevail to support the Regulating Plan amendment request:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. There was a mistake or error in the original Regulating Plan;
C) Compatibility. The proposed amendment is compatible with:
- **The current development trends in the vicinity of the subject property;**
- **Surrounding land uses;**
- **Neighboring properties; and**
- **Maintaining property values.**

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

F) **Change. Changing conditions in a particular area make an amendment necessary and desirable; and**
G) **Benefits Consideration. The amendment will be in the City's and the larger community's best interests.**

As such, the Planning Commission voted to recommend Approval of the Regulating Plan amendment to the City Council, subject to the following conditions:

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

The advertising fee for this application based on the current legal description is $394.06. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: _____
Bert Hoffman
Deputy Director of Long-Range Planning

MOBILE CITY PLANNING COMMISSION
May 25, 2023
PUBLIC HEARING NOTICE

Re: **258 North Hamilton Street & 263 North Franklin Street**
Hampton Park at Downtown North Subdivision
ZON-UDC-002527-2023
Kim Knowles, Knowles Development Group, Inc.
District 2
Rezoning from T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, June 15, 2023, at 2:00 p.m.** to consider your above referenced application.

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

The proposed zoning district is Rezoning from T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, June 14, 2023,** to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
May 25, 2023
PUBLIC HEARING NOTICE

Re: **258 North Hamilton Street & 263 North Franklin Street**
Hampton Park at Downtown North Subdivision
ZON-UDC-002527-2023
Kim Knowles, Knowles Development Group, Inc.
District 2
Rezoning from T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, June 15, 2023, at 2:00 p.m.,** to consider the above referenced application.

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

The proposed zoning district is Rezoning from T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate; and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, June 14, 2023,** to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules, and Procedure's limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

ZON-UDC-002527-2023

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** — Checklist A

■ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B

☐ **Planned Development** — Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Kim Knowles	N/A
Firm:	Knowles Development Group, Inc.	
Phone:	(251) 581-2100	
Email:	KimLRKnowles@gmail.com	
Address:	853 Dauphin Street Mobile, AL 36602-1212	

	Owner	Design Professional
Name:	Kim Knowles	
Firm:	Knowles Development Group, Inc.	
Phone:	(251) 581-2100	
Email:	KimLRKnowles@gmail.com	
Address:	853 Dauphin Street Mobile, AL 36602-1212	

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

258 N Hamilton St and 263 N Franklin St Mobile, AL 36602 — Property Address

11,381 sq ft +/- or 0.26 ac +/- — Property Area (acres or square feet)

022906400003104. & 022906400003095. — Parcel Number(s) or Key Number(s)

T4 and T5.1 — Present Zoning or Transect District

T4 — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature — 5/15/2023 Date

Applicant or Agent Signature (if applicable) — 5/15/2023 Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

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

Applicant or Agent Signature — 5/15/2023 Date

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

This project is a lot line move to enlarge an existing lot and to add access to an existing lot which currently is not allowed a curb cut for driveway. Once complete, the project will add permanent residence to the area and will cover what is now vacant land. The property will also be in walkable distance to the downtown area and everything it has to offer.

Downtown — Future Land Use Map (FLUM) Designation

T4 — Requested Zoning

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

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

This project will allow the current lots to be utilized for single family dwellings.

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

As currently configured this subdivision will allow development of property to single family dwellings.

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

1. Describe the current development trends in the area of the property.
   Single family dwellings

2. Describe the surrounding land uses.
   Single family dwellings

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   Developer sees no adverse impacts as surrounding property is sparsely developed family housing. This project would add family housing and would be consistent to current neighboring properties.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   Utilities are in place to handle additional development.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   This project once complete, will add permanent residence to the area and will cover what is now vacant land.

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

This rezoning request is to clear split zoning for a subdivision application. Proposed rezoning from T5.1 to T4 on both lots.

Application Submission
Contact Information

Name of Project: Hampton Park at Downtown North

Address: 258 N Hamilton St and 263 N Franklin St Mobile, AL 36602

Owner: Knowles Development Group, Inc.

Address: 853 Dauphin Street Mobile, AL Zip Code: 36602-1212

Phone: (251) 581-2100 Fax: N/A Email: KimLRKnowles@gmail.com

Authorized Agent: N/A

Address: Zip Code:

Phone: Fax: Email:

Contractor: N/A

Address: Zip Code:

Phone: Fax: Email:

Civil Engineer: Rowe Engineering & Surveying

Address: 3502 Laughlin Drive, Suite B, Mobile, AL Zip Code: 36693

Phone: 251-666-2766 Fax: 251-660-1040 Email: zeke@roweengineering.com

Architect: Gant Group & Associates, LLC

Address: 656 Dauphin Street, Mobile, AL Zip Code: 36602

Phone: (251) 377-8457 Fax: N/A Email: cgant@gantllc.com

Submitted by:

Signature

Cecil "Zeke" Hudson
Print

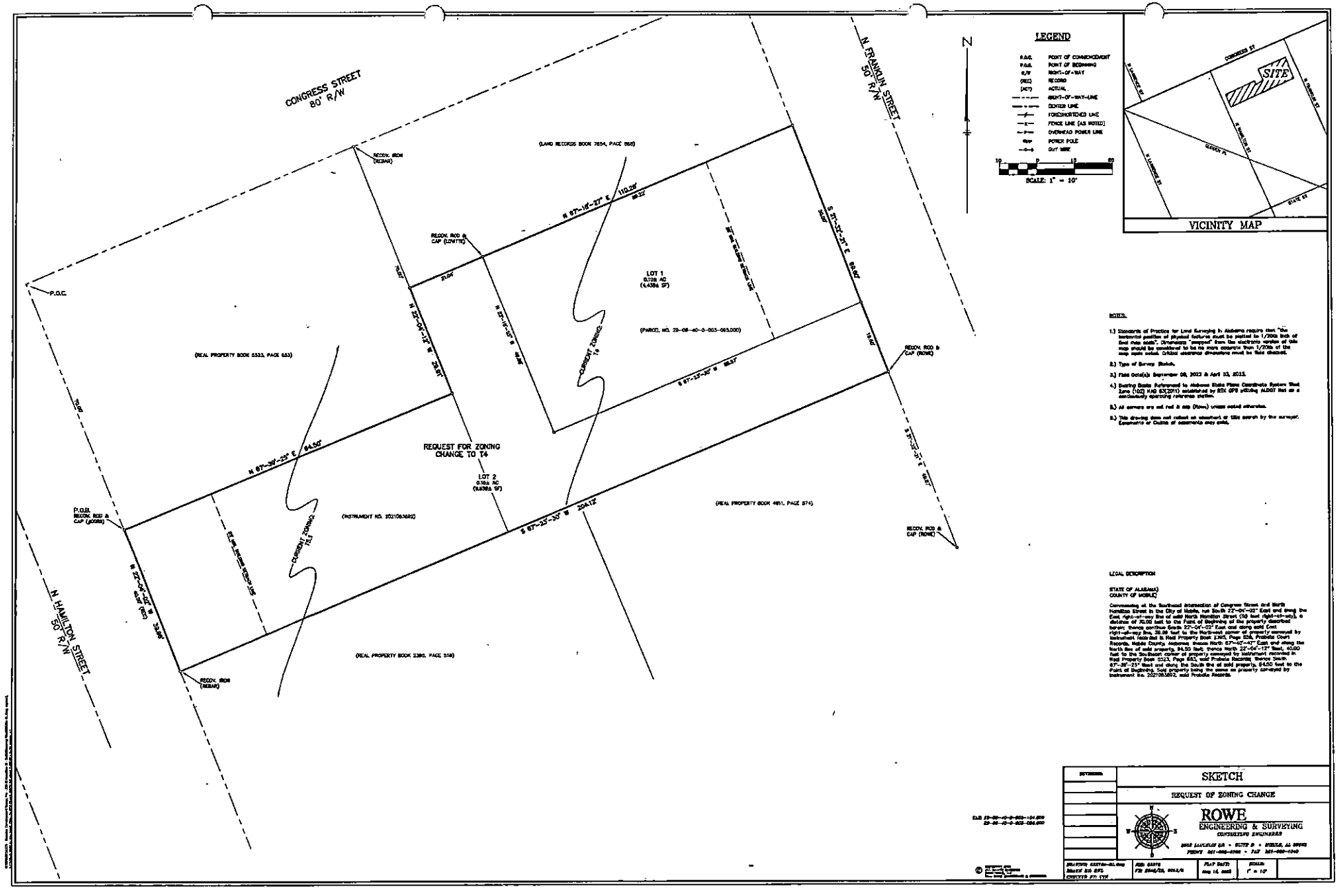
4/3/2023
Date

PLS/Rowe Engineering & Surveying
Affiliation to project/Organization

LEGAL DESCRIPTION

STATE OF ALABAMA)
COUNTY OF MOBILE)

Commencing at the Southeast intersection of Congress Street and North Hamilton Street in the City of Mobile, run South 22°-04'-02" East and along the East right-of-way line of said North Hamilton Street (50 foot right-of-way), a distance of 70.00 feet to the Point of Beginning of the property described herein; thence continue South 22°-04'-02" East and along said East right-of-way line, 39.96 feet to the Northwest corner of property conveyed by instrument recorded in Real Property Book 2395, Page 559, Probate Court Records, Mobile County, Alabama; thence North 67°-40'-47" East and along the North line of said property, 201.51 feet to the Northeast corner of property conveyed by instrument recorded in Real Property Book 4911, Page 574, said Probate Records; thence North 20°-30'-36" West and along the West right-of-way line of North Franklin Street (50 foot right-of-way), a distance of 69.60 feet to a point on the South line of property conveyed by instrument recorded in Land Records Book 7654, Page 568, said Probate Records; thence South 68°-35'-12" West and along the South line of said property, 107.00 feet to a point on the Eastern line of by property conveyed instrument recorded in Real Property Book 5523, Page 683, said Probate Records; thence South 22°-04'-12" East and along said East property line, 30.00 feet to the Southeast corner of said property; thence South 67°-39'-25" West and along the South line of said property, 94.50 feet to the Point of Beginning.



NOTES:

1.) Standards of Practice for Land Surveying in Alabama require that "the horizontal position of physical features must be plotted to 1/100th inch of final map scale." Dimensions "measured" from the electronic version of this map should be considered to be no more accurate than 1/100th of the map scale noted. Critical easement dimensions must be field checked.

2.) Type of Survey Sketch.

3.) Field Date(s): September 08, 2022 & April 03, 2023.

4.) Bearing Basis Referenced to Alabama State Plane Coordinate System West Zone (1002) NAD 83(2011) established by RTK GPS utilizing ALDOT Net as a continuously operating reference station.

5.) All corners are set rod & cap (Rowe) unless noted otherwise.

6.) This drawing does not reflect an abstract or title search by the surveyor. Easements or Claims of easements may exist.

LEGAL DESCRIPTION

STATE OF ALABAMA)
COUNTY OF MOBILE)

Commencing at the Southeast intersection of Congress Street and North Hamilton Street in the City of Mobile, run North 22°-04'-12" East and along the East right-of-way line of said North Hamilton Street (50 foot right-of-way), a distance of 30.00 feet to the Point of Beginning of the property described herein; thence continue South 22°-04'-12" East and along said East right-of-way line, 30.00 feet to the Northwest corner of property conveyed by Instrument recorded in Real Property Book 2365, Page 558, Probate Court Records, Mobile County, Alabama; thence North 67°-42'-47" East and along the North line of said property, 84.50 feet; thence North 22°-04'-12" West, 60.00 feet to the Southeast corner of property conveyed by Instrument recorded in Real Property Book 5323, Page 653, said Probate Records; thence South 67°-39'-25" West and along the South line of said property, 84.50 feet to the Point of Beginning. Said property being the same as property conveyed by Instrument No. 2021063692, said Probate Records.

SKETCH

REQUEST OF ZONING CHANGE

ROWE
ENGINEERING & SURVEYING
CONSULTING ENGINEERS

3608 LAUGHLIN DR. • SUITE D • MOBILE, AL 36693
PHONE 251-666-8788 • FAX 251-666-1040

FIELD DATE	PLAT DATE	SCALE
FB 2046/28, 2044/4	May 16, 2023	1" = 10'

Joel & Christine Glass
10621 Sandpiper Drive
Houston, TX 77096

DCR Investments, Inc
C/o Lovett's Funeral Chapel
404 Dr Martin L King Jr Ave
Mobile, AL 36603-5954

Freddie M White
5280 Mossberg Dr E
Theodore, AL 36582

Barbara Ervin & Delores Davis
c/o Tiawatta Ervin
7720 Thomas Rd Apt 406
Mobile, AL 36695

Knowles Development Group, Inc.
853 Dauphin Street
Mobile, AL 36602-1212

Elnora Glover
C/o Lagail Bettis
625 Draper Street
Mobile, AL 36617

City of Mobile
C/o Real Estate Deptartment
P.O. Box 1827
Mobile, AL 36633-1827

Gregory W Robinson
261 N Franklin St
Mobile, AL 36604-6455

Marquetta Rackley
259 N Franklin St
Mobile, AL 36603-6455

Audrey M. Lymon
425 Congress St
Mobile, AL 36603

Wendell Quimby
P.O. Box 6673
Mobile, AL 36660-0673

Alienor Properties, LLC
256 N Franklin St
Mobile, AL 36603-6456

Congress-Franklin Development
Company, LLC
8845 Dawes Lake Rd N
Mobile, AL 36619-4345

City of Mobile
C/o Office of City Clerk
205 Government Plaza
Mobile, AL 36644

Clanford & Anita Pierce
351 Congress St
Mobile, AL 36603

Dunn Building Company, LLC
520 Saraland Blvd S
Saraland, AL 36571-2819

Cross Property Resource, LLC
1001 August St
Mobile, AL 36604-3007

Nobles Rentals, LLC
C/o Theresa Nobles
6902 Providence Estate Dr S
Mobile, AL 36695-4612

Kenneth Baggette
& William Burtkiewicz
P.O. Box 6956
Mobile, AL 36660-0956

International Longshoreman's
Association Local 1410
505 Dr. Martin Luther King Jr Ave
Mobile, AL 36603

Mobile Benevolent Association of
Longshoremen
505 Davis Ave
Mobile, AL 36603

James Williams, Walter Nettles
& Paul Clemon as Trustees
505 Dr. Martin Luther King Jr Ave
Mobile, AL 36601

Christian Benevolent
201 N Hamilton St
Mobile, AL 36603

Rowe Engineering & Surveying
3502 Laughlin Drive, Suite B
Mobile, AL 36693

Agenda Item #: 4

SUB-002482-2023 & ZON-UDC-002527-2023

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Regulating Plan Amendment

DETAILS

Location:
258 North Hamilton Street and 263 North Franklin Street

Subdivision Name (as applicable):
Hampton Park at Downtown North Subdivision

Applicant / Agent (as applicable):
Kim Knowles, Knowles Development Group, Inc.

Property Owner:
Knowles Development Group, Inc.

Current Zoning:
T-5.1 Sub-district of the Downtown Development District and T-4 Sub-district of the Downtown Development District

Proposed Zoning (as applicable):
T-4 Sub-district of the Downtown Development District

Future Land Use:
Downtown

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development (as applicable):
Not Applicable

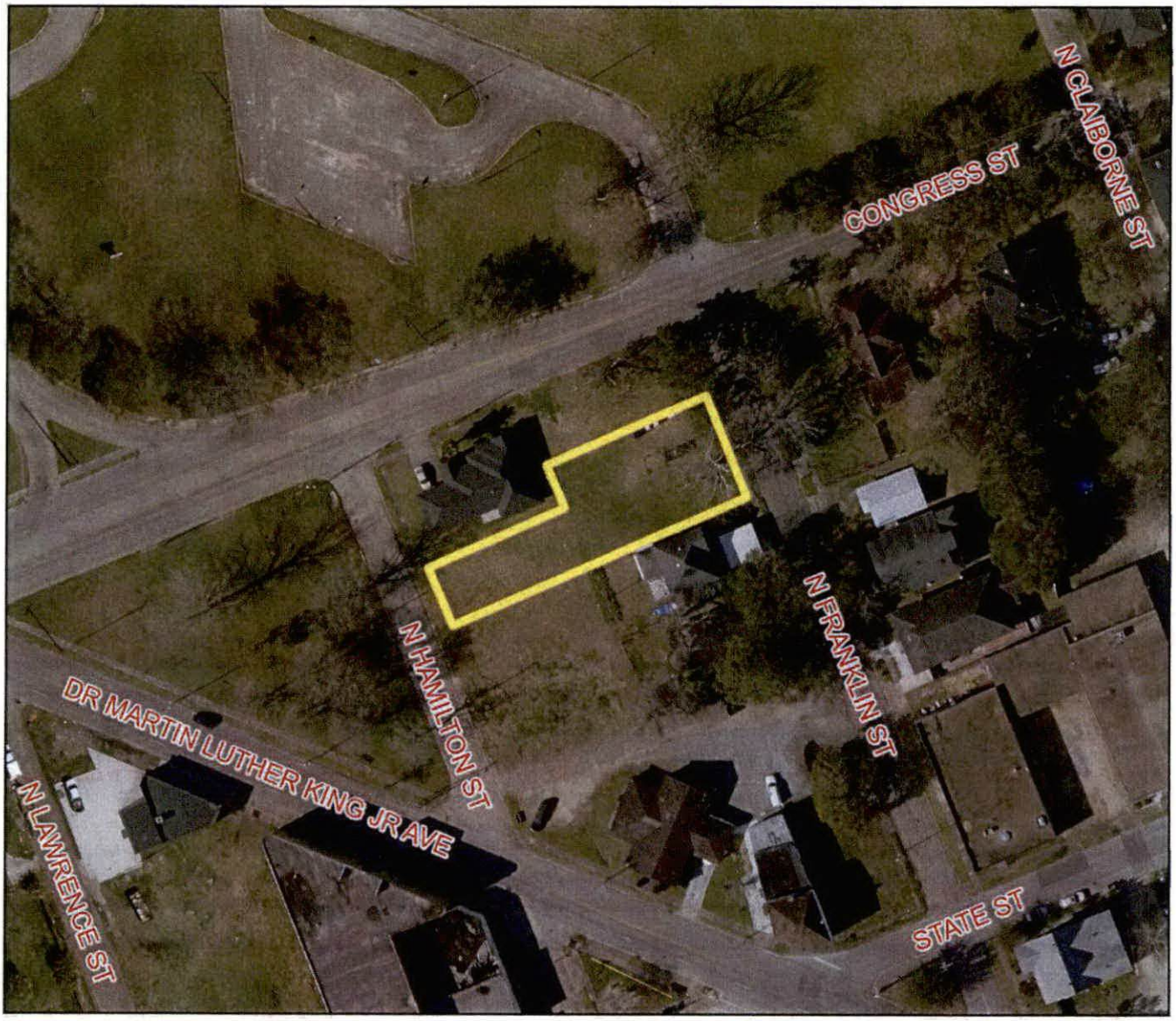
Proposal:
- Subdivision approval to create two (2) legal lots of record;
- Amendment of Regulating Plan from T-5.1 and T-4 to T-4
- **Note:**
  Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:
1. Subdivision proposal with seven (7) conditions; and
2. Amendment of Regulating Plan with three (3) conditions.

Report Contents: **Page**

Context Map 2
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Staff Comments 3
Commission Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units and miscellaneous commercial units.

APPLICATION NUMBER 4 DATE June 15, 2023

APPLICANT Hampton Park at Downtown North Subdivision

REQUEST Subdivison, Rezoning from T-4 and T-5.1 to T-4

N

NTS

SITE HISTORY

The property located at 258 North Hamilton Street was the subject of a one-lot Subdivision (Kimberlyn Downs Estates Subdivision) approved by the Planning Commission at its October 6, 2022 meeting, which has not been recorded in Probate Court, nor has it expired.

STAFF COMMENTS

Engineering Comments:

Subdivision

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Show and label all flood zones. New maps went into effect on June 5, 2020.
C. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 12.
D. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 30 - #70) LOTS 1 and 2 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – NONE AND lot 2 – NONE.
E. Revise NOTE #13 from "All proposed detention..." to "All existing and proposed detention..."
F. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

Subdivision

The applicant is proposing a Subdivision to create two (2) legal lots of record from two (2) metes-and-bounds parcels. As the proposed Subdivision would result in the proposed Lot 2 being split-zoned (T-5.1 and T-4), an application to amend the Regulating Plan has been submitted as well so that the entire site will be T-4, if approved. The Kimberlyn Downs Estates Subdivision was approved in October 2022, with a condition that the approved lot (258 North Hamilton Street) not be allowed a curb-cut to North Hamilton Street due to the primary frontage not meeting the 40-foot minimum width to allow a curb-cut. The current application proposes to provide that property with a secondary street frontage, therefore allowing a possible curb-cut to North Franklin Street to access the property.

The site has frontage on North Hamilton Street and North Franklin Street, both minor streets with curb and gutter, and existing compliant rights-of-way, making no dedications necessary. It should also be noted that each street is a "B" street, per the Downtown Development Street Hierarchy.

The proposed lot sizes are provided in square feet and acres, and if approved, should be retained on the Final Plat.

The preliminary plat shows a 25-foot minimum building setback along both frontages; however, the DDD limits setbacks to a maximum of 12-feet in T-4 sub-districts. If approved, the Final Plat should depict a 0-foot minimum and a 12-foot maximum setback rather than the 25-foot minimum building setback depicted on the preliminary plat.

It should be noted that as proposed, Lot 2 is uniquely shaped. There are several uniquely shaped properties in the area, some of which are metes-and-bounds parcels and some of which are legal lots of record.

As proposed, Lot 1 will be 50-feet wide, and is therefore wider than the minimum width of 42-feet for properties on T-4 districts to have a curb-cut. Proposed Lot 2 is 39.95-feet wide along North Hamilton Street, and approximately 19-feet wide fronting North Franklin Street. Therefore, if approved, both lots are allowed one curb-cut to North Franklin Street, with driveways limited to a maximum of 10-feet in width within the front setback along the frontage.

Rezoning

The applicant is proposing to maintain the existing T-4 zoning for the proposed Lot 1, and wishes to amend the Regulating Plan for the Downtown Development District, so that the proposed Lot 2 will be T-4 as well.

Abutting the site to the North, South, East and West, are T-5.1 and T-4, with the T-5.1 fronting North Hamilton Street, and T-4 fronting North Franklin Street. The immediately adjacent properties are developed residentially, or are vacant. Proposed Lot 2 is to be developed with a residential dwelling, if approved.

No sidewalks are shown along the North Hamilton Street or North Franklin Street. Sidewalks will be required at the time of development, unless a waiver is approved.

It should be noted that the subject site is not located within a historic district, and therefore does not require review by the Architectural Review Board. As the site is located within the DDD, an application must be submitted to the Consolidated Review Committee (CRC) for review prior to the issuance of building permits.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

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

1. Retention of all right-of-way widths as depicted on the preliminary plat;
2. Retention of the lot sizes in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
3. Placement of a note on the Final Plat stating that Lots 1 and 2 are allowed one (1) curb-cut each to North Franklin Street;
4. Compliance with all Engineering comments noted in this staff report;
5. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
6. Compliance with all Urban Forestry comments noted in this staff report; and,
7. Compliance with all Fire Department comments noted in this staff report.

REGULATING PLAN AMENDMENT CONSIDERATIONS

Standards of Review:

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

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

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

- Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map (Regulating Plan); and
- Compatibility. Whether the proposed amendment is compatible with:
    - The current development trends, if any, in the vicinity of the subject property;
    - Surrounding land uses;
    - Would adversely impact neighboring properties; or
    - Cause a loss in property values.

- Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

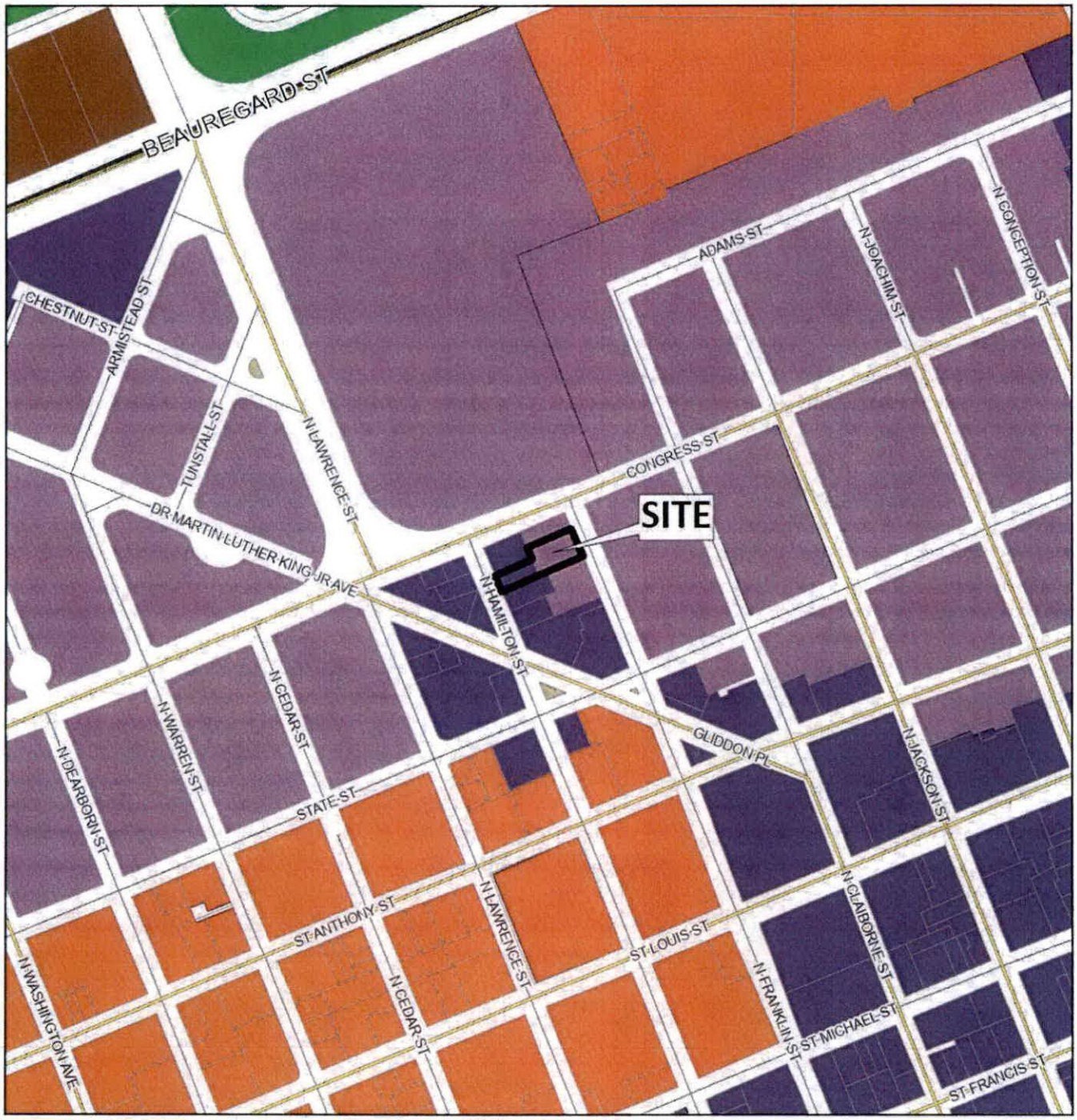
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

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

LOCATOR ZONING MAP



APPLICATION NUMBER 4 DATE June 15, 2023

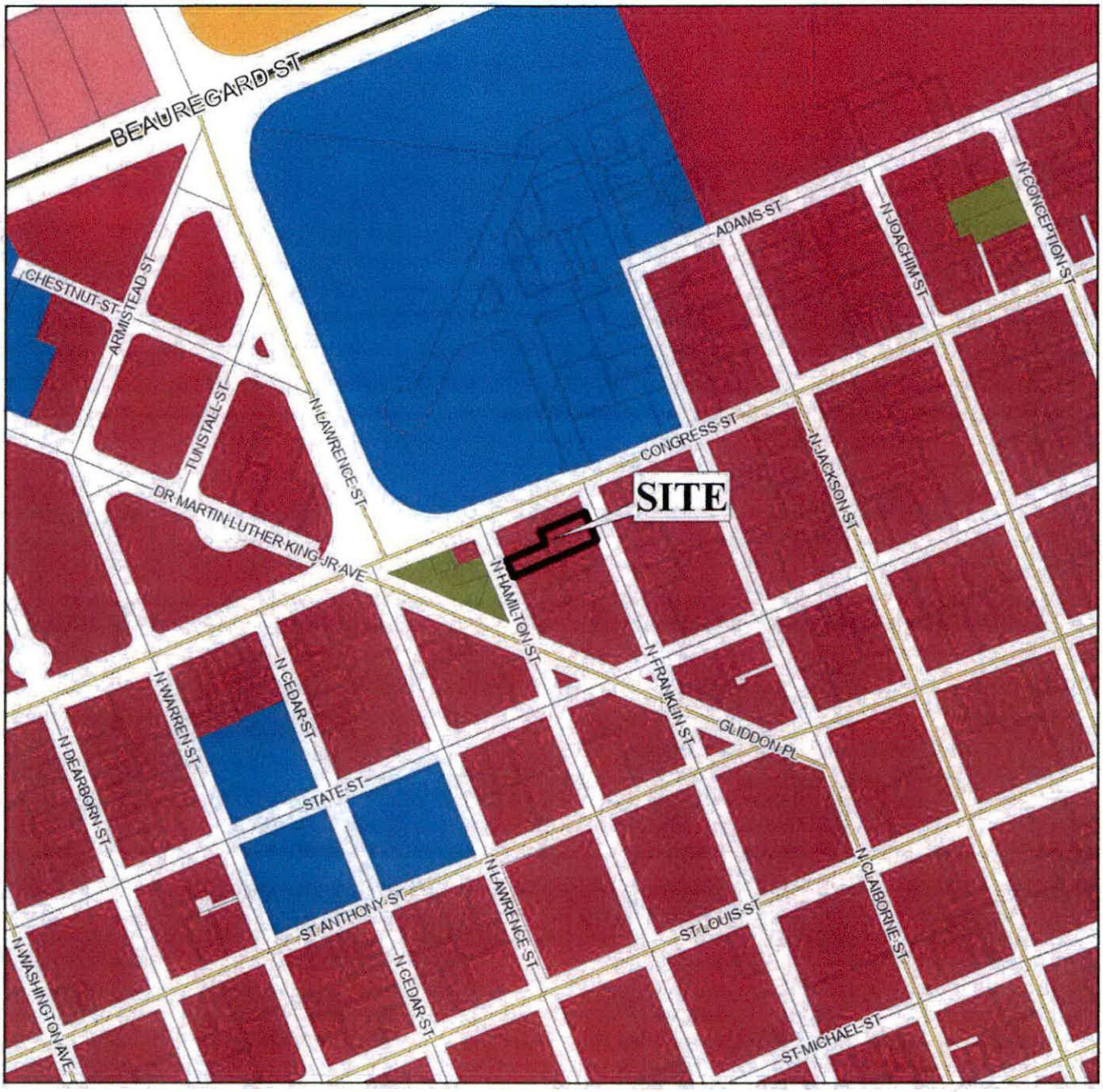
APPLICANT Hampton Park at Downtown North Subdivision

REQUEST Subdivison, Rezoning from T-4 and T-5.1 to T-4

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 4 DATE June 15, 2023

APPLICANT Hampton Park at Downtown North Subdivision

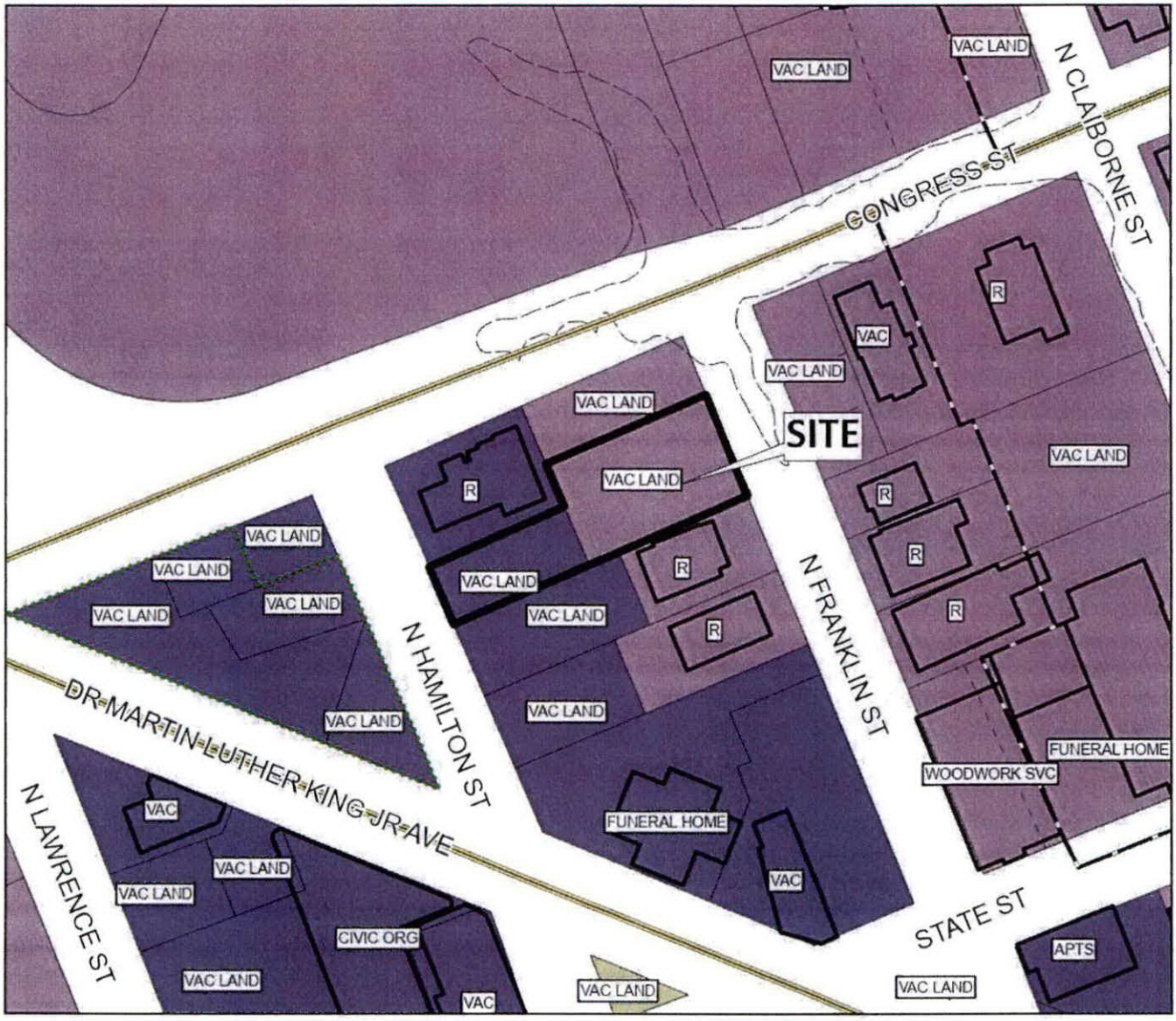
REQUEST Subdivison, Rezoning from T-4 and T-5.1 to T-4

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units and miscellaneous commercial units.

APPLICATION NUMBER 4 DATE June 15, 2023

APPLICANT Hampton Park at Downtown North Subdivision

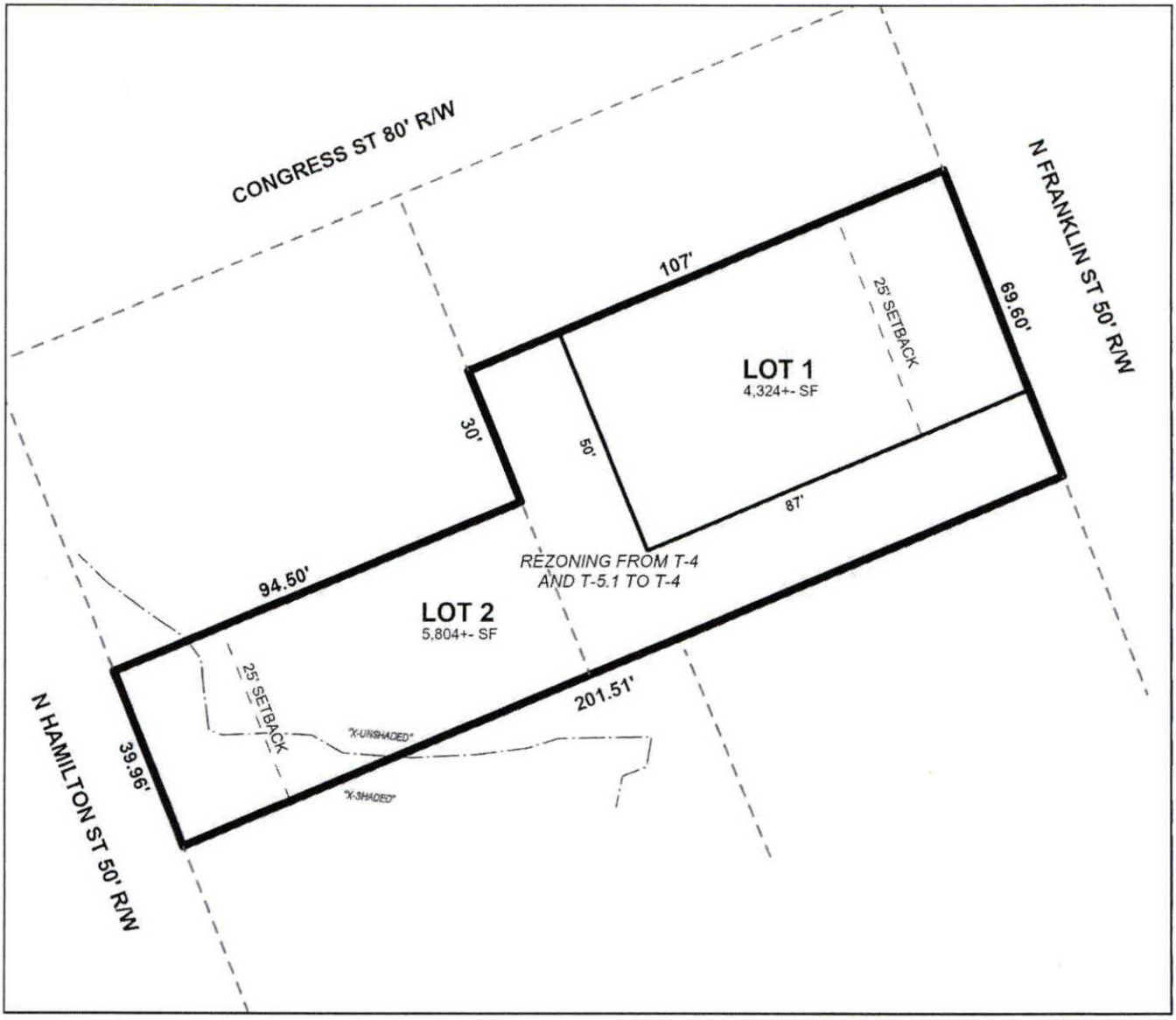
REQUEST Subdivison, Rezoning from T-4 and T-5.1 to T-4

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6

N

NTS

SITE PLAN



The site plan illustrates the proposed lots, setbacks, and flood zone.

APPLICATION NUMBER 4 DATE June 15, 2023 APPLICANT Hampton Park at Downtown North Subdivision REQUEST Subdivison, Rezoning from T-4 and T-5.1 to T-4	N NTS

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

Zoning District Correspondence Matrix

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

DOWNTOWN (DT)

Downtown is called out as a separate land use designation due to its distinct role, layout and fabric.

As a land use district, Downtown is the ultimate mixed-use environment. Land development and redevelopment will emphasize variety, mixed uses, and unity of form within buildings or complexes.

As the City's and region's center for commercial and service employment, Downtown supports intense development and a dynamic combination of uses: specialty and regional retail shopping and offices; business support services; urban housing at higher densities (starting at 10 du/ac); civic, educational and cultural destinations; entertainment options; and other public amenities including active and passive park space. The successful integration of a mix of housing types and densities will be critical to achieve a vibrant, 24/7, active Downtown Mobile.

Development in the DT district will focus on new, redeveloped and adaptively reused buildings that frame attractive, human-scaled streetscapes, memorable public spaces, bicycle and pedestrian-friendly streets and convenient transit access to jobs, housing and entertainment. Accordingly, certain areas of Downtown will be more intensively developed to facilitate that pedestrian orientation.

Gauthier, Lana

From: Pappas, Margaret
Sent: Tuesday, August 15, 2023 9:50 AM
To: Carroll, William; Gauthier, Lana
Cc: Beaco, Shayla; Doug Anderson
Subject: Rezoning Hampton Park

Follow Up Flag: Follow up
Flag Status: Flagged

We will need the legal description for the portion of the site to be rezoned, and action by the council that stipulating the rezoning for that site is proposed for T5.1

Get Outlook for iOS

Gauthier, Lana

From: Pappas, Margaret
Sent: Wednesday, August 23, 2023 4:42 PM
To: Keri Coumanis
Cc: Gauthier, Lana; danderson@burr.com; Beaco, Shayla; Stevens, Elizabeth; Hoffman, Bert; McElroy, Marion
Subject: FW: [External] Rezoning Hampton Park
Attachments: portion of Lot 2 Layout1.pdf; 52276 legal 8-22-2023.docx; BH marked up Plat portion of Lot 2 Layout1.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

All,

This is rezoning application is associated with plans that were reviewed by the Consolidated Review Committee (CRC), so while trying to have the rezoning documentation correct, I want to make sure the status of the plan review is also communicated.

Regarding the plans submitted for the CRC review, i**f the T-4** rezoning (as applied for and recommended by the Planning Commission) is followed through, then what is required depends upon the frontage type:

A. Lawn Frontage: Only required change to the plans is sidewalk width to 5 feet.

B. Stoop Frontage: It appears that the proposed "Stoop" is too deep to comply with DDD specifications, and the sidewalk must be reduced to 5 feet.

Again, as it pertains to the plans submitted for the CRC review, i**f T-5.1 is proposed**, then:

1. The proposed legal description must include the entirety of Lot 2, not a portion. This is so that the entirety of Lot 2 is covered by ONE zoning ordinance amendment instead of two amendments for different parts of Lot 2.

    a. The written metes and bounds legal description provided as a separate document has discrepancies in distances and bearings, and starts at different Points of Beginning, causing problems. See attached plat (BH marked up Plat portion of lots 2 Layout1) with markups.

2. Lawn Frontage: It is not allowed in T-5.1, so a variance for frontage type would be required, and the sidewalk must be reduced to 5 feet unless the variance covers that too.

3. Stoop Frontage: The proposed "Stoop" is too deep to comply with DDD specifications. Frontage Buildout to 80% is required, either by the building façade or through the addition of a compliant "streetscreen" to the property.

In order to proceed with T5.1 for proposed Lot 2 only, a new legal description is needed as outlined in 1.a. above.

If we need to follow up with a phone call or meeting, please let me know.

Regards,

Margaret Pappas
Deputy Director, Planning and Zoning
Planning & Zoning
BUILDMOBILE
pappasm@cityofmobile.org
(251) 208-5895

From: Keri Coumanis <KRC@helmsinglaw.com>
Sent: Tuesday, August 22, 2023 3:39 PM
To: Pappas, Margaret <pappasm@cityofmobile.org>; Gauthier, Lana <lana.gauthier@cityofmobile.org>
Cc: Kimberly Knowles <kimlrknowles@gmail.com>; Doug Anderson <doug.anderson@burr.com>; Beaco, Shayla <shayla.beaco@cityofmobile.org>; Elizabeth Stevens <estevens@downtownmobile.org>
Subject: FW: [External] Rezoning Hampton Park

CAUTION: External Email

Margaret and Lana,

Attached, please find a revised legal description for that portion of Ms. Knowles property that will need T5.1 zoning.

Please advise as to what other steps need to be taken to place this rezoning back on the City Council's agenda.

Thank you for your assistance,

Keri

KERI RENEE COUMANIS
251.432.5521 | krc@helmsinglaw.com

HELMSING LEACH
ATTORNEYS AT LAW

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Overnight deliveries to 150 Government St., Ste 2000 | Mobile, Alabama 36602
www.HelmsingLaw.com
Information contained in this message may be confidential and privileged.

From: Zeke Hudson <zeke@roweengineering.com>
Sent: Tuesday, August 22, 2023 10:46 AM

To: Keri Coumanis <KRC@helmsinglaw.com>
Cc: Kimberly Knowles <kimlrknowles@gmail.com>
Subject: RE: [External] Rezoning Hampton Park

See revised

Cecil "Zeke" Hudson, PLS
Zeke-Trice, LLC
dba Rowe Engineering & Surveying
3502 Laughlin Dr, Suite B
Mobile, AL 36693
(251) 666-2766

ROWE
ENGINEERING & SURVEYING

www.roweengineering.com

From: Pappas, Margaret <pappasm@cityofmobile.org>
Sent: Tuesday, August 15, 2023 9:50 AM
To: Carroll, William <council2@cityofmobile.org>; Gauthier, Lana <lana.gauthier@cityofmobile.org>
Cc: Beaco, Shayla <shayla.beaco@cityofmobile.org>; Doug Anderson <danderson@burr.com>
Subject: Rezoning Hampton Park

We will need the legal description for the portion of the site to be rezoned, and action by the council that stipulating the rezoning for that site is proposed for T5.1

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Gauthier, Lana

From: Elizabeth Stevens <estevens@downtownmobile.org>
Sent: Wednesday, August 23, 2023 6:04 PM
To: Pappas, Margaret; Keri Coumanis
Cc: Gauthier, Lana; danderson@burr.com; Beaco, Shayla; Hoffman, Bert; McElroy, Marion
Subject: RE: [External] Rezoning Hampton Park
Attachments: FW: Rezoning Hampton Park

Follow Up Flag: Follow up
Flag Status: Flagged

Margaret,
Part of this would be our misinterpretation of the instructions you gave Lana on August 15, 2023 (attached).

Words! They are so complicated!!

So, let's see if we can understand what is needed. You just need the legal for the Hamilton Street lot – correct?

And, you do NOT need the legal for the Franklin Street lot – correct?

Many thanks,
Elizabeth

From: Pappas, Margaret <pappasm@cityofmobile.org>
Sent: Wednesday, August 23, 2023 4:42 PM
To: Keri Coumanis <KRC@helmsinglaw.com>
Cc: Gauthier, Lana <lana.gauthier@cityofmobile.org>; danderson@burr.com; Beaco, Shayla <shayla.beaco@cityofmobile.org>; Elizabeth Stevens <estevens@downtownmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; McElroy, Marion <marion@cityofmobile.org>
Subject: FW: [External] Rezoning Hampton Park

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B. Stoop Frontage: It appears that the proposed "Stoop" is too deep to comply with DDD specifications, and the sidewalk must be reduced to 5 feet.

Gauthier, Lana

From: Pappas, Margaret
Sent: Thursday, August 24, 2023 9:52 AM
To: Elizabeth Stevens; Keri Coumanis
Cc: Gauthier, Lana; danderson@burr.com; Beaco, Shayla; Hoffman, Bert; McElroy, Marion
Subject: RE: [External] Rezoning Hampton Park

To rezone what is to be recorded as Lot 2 to T-5.1, we will need a metes and bounds legal description for the entirety of the property that is to become Lot 2. Please make sure that the surveyor/engineer that is preparing the legal description uses the dimension and bearings shown on the plat, as the metes and bounds legal description attached to Keri's email below does NOT match those shown on the plat.

Also, I want to make sure that everyone understands that by rezoning the proposed Lot 2 to T-5.1 (rather than T-4) a redesign and/or variances will be required (for either Lawn or Stoop frontages). If the proposal to rezone the proposed Lot 2 to T-4 remains in place, using a Lawn frontage, the only change required is reducing the sidewalk to 5-feet.

Margaret Pappas
Deputy Director, Planning and Zoning
Planning & Zoning
BUILDMOBILE
pappasm@cityofmobile.org
(251) 208-5895

From: Elizabeth Stevens <estevens@downtownmobile.org>
Sent: Wednesday, August 23, 2023 6:04 PM
To: Pappas, Margaret <pappasm@cityofmobile.org>; Keri Coumanis <KRC@helmsinglaw.com>
Cc: Gauthier, Lana <lana.gauthier@cityofmobile.org>; danderson@burr.com; Beaco, Shayla <shayla.beaco@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; McElroy, Marion <marion@cityofmobile.org>
Subject: RE: [External] Rezoning Hampton Park

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