# AGENDA
# MOBILE CITY COUNCIL MEETING

Tuesday, September 5, 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**

   August 29, 2023

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

   Request of Emily Naron for a waiver of the Noise Ordinance at 3404 Moffett Road, Suite 1 on November 3, 2023, from 6:00 p.m. - 9:00 p.m. (District 1).

   Request of Shelby Wade for a waiver of the Noise Ordinance at Mardi Gras Park on November 23, 2023, from 6:00 a.m. - 11:00 a.m. (District 2).

   Request of Gloria Sullivan for a waiver of the Noise Ordinance at 82 Burtonwood Drive on September 9, 2023, from 2:00 p.m. - 10:00 p.m. (District 7).

10. **PUBLIC HEARINGS**

    Public hearing to consider approval of a proposed modification of a Planned Unit Development located at 2609 Cameron Street (District 1).

    Public hearing to consider approval of a proposed modification of a Planned Unit Development at 350, 400, 530, and 660 Dunlap Drive (District 2).

    Public hearing to consider adoption of the 2023-2024 General Fund, Capital

Improvement Fund, and Convention Center Fund budgets.

## 11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Melissa Gates - Addressing the concerns of her Christian beliefs and religious freedom.

Dr. Fredro Collins Knight - Provide information about a symposium for teens interested in the medical field and a possible Mardi Gras for teens.

Dr. Leo Bennett - Provide information about a symposium for teens interested in the medical field and a possible Mardi Gras for teens.

Alesia Davis - Concerns about the safety of citizens during police chases.

Reggie Hill - Addressing unlawful surveillance, neighborhood preservation/citizen displacement, misuse of taxpayer resources, and disregard to citizens' requests.

Carolina Dallas - has questions regarding civilians' rights, Jawan Dallas case, and City budgets pertaining to low income communities.

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

Dr. Martin Catino - Discuss the nature of Human Rights Campaign and the role of its liaisons, the implications for the citizens of Mobile, and City policy.

## 12. ORDINANCES HELD OVER

64-040 Rezone property located at 1408 Saint Stephens Road and 212 North Lafayette Street from R-1 and B-2 to B-1 (sponsored by Councilmember Penn).

64-041 Rezone property located at north side of Old Shell Road, 340' +/- east of Cosgrove Drive from R-1 to B-1 (sponsored by Councilmember Gregory).

64-042 Modify a Planned Unit Development located at 2970 McVay Drive North and 3030 McVay Drive North (sponsored by Councilmember Small).

64-043 Rezone property located at 3901 Cottage Hill Road from B-1 to R-1 (sponsored by Councilmember Reynolds).

## 13. CIP RESOLUTIONS HELD OVER

21-958 Authorize contract with AECOM Technical Services, Inc. for District 6 traffic signal improvements; $76,199.00 (sponsored by Councilmember Woods and Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering Dept.).

21-959 Authorize contract with Justus J. Addiss IV, d/b/a J & A Contracting,

Inc., for fountain repairs at Unity Point Park; $44,000 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-960 Authorize contract with Aeiker Construction Corporation for new splashpad at Baumhauer-Randle Park; $371,175.00 (sponsored by Councilmember C.J. Small and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

## 14. RESOLUTIONS HELD OVER

01-961 Authorize agreement with Matthew Brooks for racquet stringer services for Parks and Recreation Dept.; NTE $70,000.00 per year (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

09-962 Transfer funds from Capital Improvement Project Engineering, ROW, and Testing to Capital Project for Michigan Ave. Crossing; $44,265.04 (sponsored by Councilmembers Carroll & Small and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

09-963 Appropriate funds in the Rebuild Alabama Special Revenue fund for TIGER/Dr. MLK, Jr. Avenue/Broad St. project; $1,300,000.00 (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept., and Jennifer Greene, Program/Project Mgmt.).

21-964 Authorize contract with Smith, Dukes & Buckalew, LLP to perform auditing and financial reporting services for fiscal years 2023, 2024 and 2025; amounts NTE $220,000, $230,000, and $241,000 (sponsored by Mayor Stimson) (submitted by Donna Bryars, Accounting Dept.).

21-965 Authorize contract with Integrity Maintenance, LLC for cruise terminal painting; $30,500.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-966 Authorize contract with Clear Risk US Corp for claims admin software and services; $NTE $150,000 for each 3-year period (sponsored by Mayor Stimpson) (submitted by Rob Lasky, Office of Professional Responsibility).

25-968 Accept temporary construction easements for N. Washington Avenue culvert and street repair project (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Nick Amberger and Carleen Stout-Clark).

35-970 Authorize lease agreement with River Yacht Basin Marina, LLC for boat slip for Mobile Fire and Rescue marine vessel (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Chief Jeremy Lami, MFRD and Carleen Stout-Clark, REAM Dept.).

60-971 Authorize Settlement Agreement and Release of Claims; Williams (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

## 15. ORDINANCES BEING INTRODUCED

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).

## 16. CONSENT RESOLUTIONS BEING INTRODUCED

58-977 Authorize removal of weeds, Group #1644.

60-978 Determine an appropriation to Dumas Wesley Community Center serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-979 Determine an appropriation to John L. LeFlore Magnet High School serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

## 17. RESOLUTIONS BEING INTRODUCED

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.).

21-997 Authorize contract amendment with Laine Federal Solutions for YES program; increase NTE amount to $288,000.00 (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

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.).

## 18. CALL FOR PUBLIC HEARINGS

41-999 Call for public hearing to consider approval of a Conditional Use Permit to allow a home-based day care in an R-1 property located at 611 Shannon Street (scheduled for October 10, 2023) (District 5).

## 19. ANNOUNCEMENTS

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

**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 | 8/31/2023 - 9:46 AM |

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

**Submitted by:**

Lisa C. Lambert, City Clerk

**Sponsored by:**

Councilmember Penn

**Funding Source**

| | | | |
|---|---|---|---|
| **Project #** | | **Discretionary Funds** | |
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| **Grant Funds** | | **Matching Funds** | |

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| No Attachments Available | | |

**REVIEWERS:**

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Leverette, Tiereney | Approved | 8/30/2023 - 3:43 PM |

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

**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 |
|---|---|---|
| Wade | Cover Memo | 8/30/2023 |

**REVIEWERS:**

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Leverette, Tiereney | Approved | 8/30/2023 - 3:45 PM |

# APPLICATION FOR WAIVER OF NOISE ORDINANCE

***Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:***
*(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:*

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

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

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

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

Name of Applicant: Shelby Wade - Rapahope Children's Retreat Foundation
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-476-9880 (o) Cell Number: 662-404-1816

Organization (if applicable) _____

Mailing Address of Applicant P.O. Box 1427 Mobile, AL 36633

Telephone No. 251-476-9880 E-mail address shelby@rapahope.org

Location or address of event where amplification will be used:
Mardi Gras Park, 104-148 S Royal St, Mobile, AL 36602

Date of Event: 11/23/2023 Starting Time: 6:00 AM Ending Time 11:00 AM
**(NOTE: In residential areas, cannot go beyond 10:00 p.m.)**

Type of Event: 5K Charity Run

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

***Music containing obscene language or profanity is prohibited***

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

2023 AUG 30 PM 2:36

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

**Submitted by:**

Lisa C. Lambert, City Clerk

**Sponsored by:**

Councilmember Gregory

**Funding Source**

| | |
|---|---|
| **Project #** | **Discretionary Funds** |
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| **Budget Amendment** | **REDUCE INCREASE** |
| **Grant Funds** | **Matching Funds** |

**ATTACHMENTS:**

| Description | Type | Upload Date |
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| Naron | Cover Memo | 8/30/2023 |

**REVIEWERS:**

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Leverette, Tiereney | Approved | 8/30/2023 - 3:50 PM |

# APPLICATION FOR WAIVER OF NOISE ORDINANCE

***Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:***
*(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:*

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

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

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

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

Name of Applicant: EMILY NARON
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-680-9194

Organization (if applicable) ULTIMATE AUDIO FABRICATION, LLC

Mailing Address of Applicant 3404 MOFFETT ROAD SUITE 1 MOBILE, AL. 36607

Telephone No. 251-461-6087 E-mail address EMILYNARON@GMAIL.COM

Location or address of event where amplification will be used:

3404 MOFFETT ROAD SUITE 1 MOBILE, AL. 36607

Date of Event: 1st Friday of every month Starting Time: 6:00 p.m. Ending Time 9:00 p.m.

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

Type of Event: Car show/meet-n-greet the first Friday of every month - open to the public. It takes place inside our shop and outside on private property. All businesses in the area are closed or have given permission for event to take place.

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

***Music containing obscene language or profanity is prohibited***

**1st Friday of every month:**
~~January 6, 2023~~
~~February 3, 2023~~
~~March 3, 2023~~
~~April 7, 2023~~
~~May 5, 2023~~
June 2, 2023

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

~~July 7, 2023~~
~~August 4, 2023~~
~~September 1, 2023~~
~~October 6, 2023~~
November 3, 2023
December 1, 2023

D1

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

**Funding Source**

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

## ATTACHMENTS:

| Description | Type | Upload Date |
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No Attachments Available

## REVIEWERS:

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Gauthier, Lana | Approved | 8/31/2023 - 1:22 PM |

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

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## REVIEWERS:

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Gauthier, Lana | Approved | 8/31/2023 - 1:26 PM |

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

**Funding Source**

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## REVIEWERS:

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Gauthier, Lana | Approved | 8/29/2023 - 2:58 PM |

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

**Funding Source**

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| **Project #** | **Discretionary Funds** |
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| **Grant Funds** | **Matching Funds** |

## ATTACHMENTS:

| Description | Type | Upload Date |
|---|---|---|
| Gates | Cover Memo | 8/31/2023 |

## REVIEWERS:

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Leverette, Tiereney | Approved | 8/31/2023 - 2:01 PM |

# CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 8/31/2023 1:26 PM
To:City Clerk <cityclerk@cityofmobile.org>

**CAUTION:** External Email

**Name:** Melissa Gates

**Date To Address Council:** 2023-09-05

**Address:** 1280 Rigby Rd Mobile Al 36608

**Email:** missytg88@gmail.com

**Phone:** 252-6802613

**Subject And Specific Questions:** Addressing the concerns of my Christian beliefs in my city. Religious freedom!!!

**Pertain To City Business:** Being able to express my Christian beliefs and being properly represented.

**Signature:** Melissa Gates

**Signature Verify:** X

**Agree:** X

**Date Submitted:** 2023-08-31 13:26:17

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

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

**Funding Source**

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## ATTACHMENTS:

| Description | Type | Upload Date |
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| Knight | Cover Memo | 8/21/2023 |

## REVIEWERS:

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Gauthier, Lana | Approved | 8/21/2023 - 1:22 PM |

## Gauthier, Lana

**From:** cityofmobile@forms.dwdgo.net
**Sent:** Monday, August 21, 2023 1:13 PM
**To:** City Clerk
**Subject:** CityofMobile.org: Addressing City Council Submission

CAUTION: External Email

**Name:** Dr. Fredro Collins Knight

**Date To Address Council:** 2023-09-05

**Address:** 10 Hummuck Ln, Covington LA

**Email:** lana.gauthier@cityofmobile.org

**Phone:** 504-723-9270

**Subject And Specific Questions:** 1. Provide information on a symposium for teens interested in careers in the medical field. 2. Plans for a possible teen Mardi Gras ball.

**Pertain To City Business:** Provides a community service to teens in Mobile.

**Signature:** Dr. Fredro Collins Knight

**Signature Verify:** X

**Agree:** X

**Date Submitted:** 2023-08-21 13:12:56

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

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

**Funding Source**

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| Description | Type | Upload Date |
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| Bennett | Cover Memo | 8/21/2023 |

## REVIEWERS:

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Gauthier, Lana | Approved | 8/21/2023 - 1:23 PM |

## Gauthier, Lana

**From:** cityofmobile@forms.dwdgo.net
**Sent:** Monday, August 21, 2023 1:16 PM
**To:** City Clerk
**Subject:** CityofMobile.org: Addressing City Council Submission

CAUTION: External Email

**Name:** Dr. Leo Bennett

**Date To Address Council:** 2023-09-05

**Address:** 2019 Costarides St

**Email:** lana.gauthier@cityofmobile.org

**Phone:** 704-785-1122

**Subject And Specific Questions:** 1. Provide information on a symposium for teens interested in careers in the medical field. 2. Plans for a possible teen Mardi Gras ball.

**Pertain To City Business:** Provides a community service to teens in Mobile.

**Signature:** Dr. Leo Bennett

**Signature Verify:** X

**Agree:** X

**Date Submitted:** 2023-08-21 13:16:07

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

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

**Funding Source**

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|---|---|---|
| Davis | Cover Memo | 8/31/2023 |

## REVIEWERS:

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Leverette, Tiereney | Approved | 8/31/2023 - 11:49 AM |

# CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 8/31/2023 11:10 AM
To:City Clerk <cityclerk@cityofmobile.org>

**CAUTION:** External Email

**Name:** Alesia J Davis

**Date To Address Council:** 2023-09-05

**Address:** 1461 Fern Valley Road

**Email:** moneyangel40@yahoo.com

**Phone:** 2513778874

**Subject And Specific Questions:** Police Chase / Safety concerns of Citizens during police chase

**Pertain To City Business:** Mobile Police

**Signature:** Alesia Davis

**Signature Verify:** X

**Agree:** X

**Date Submitted:** 2023-08-31 11:09:57

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

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

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|---|---|---|
| Hill | Cover Memo | 8/31/2023 |

## REVIEWERS:

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Gauthier, Lana | Approved | 8/31/2023 - 2:04 PM |

**From:** RJHILL II
**To:** Gauthier, Lana
**Subject:** 9/5 Agenda
**Date:** Thursday, August 31, 2023 1:59:01 PM

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**CAUTION:** External Email

Madam Asst. City Clerk,

Greetings! It was great seeing you yesterday. Your assistance is always appreciated.

This is a formal request to be added to the upcoming Agenda. I will address the following:

* Unlawful Surveillance
* Neighborhood Preservation/Citizen Displacement
* Misuse of Taxpayer Resources
* Disregard to Citizen Requests

Thank you for your attention to this matter and your unwavering service to our City! Have an awesome weekend. See you on Tuesday!

Kindest Regards,

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

# AGENDA ITEM SUMMARY SHEET

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## ATTACHMENTS:

| Description | Type | Upload Date |
|---|---|---|
| Dallas | Cover Memo | 8/30/2023 |

## REVIEWERS:

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Leverette, Tiereney | Approved | 8/30/2023 - 3:53 PM |

# CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 8/24/2023 6:22 PM
To:City Clerk <cityclerk@cityofmobile.org>

**CAUTION:** External Email

**Name:** Carolina Dallas

**Date To Address Council:** Sept. 5, 2023

**Address:** 71 W GRANT ST Chickasaw AL 36611

**Email:** carolinadallas1@gmail.com

**Phone:** 2513014052

**Subject And Specific Questions:** Questions regarding civilians rights and city budgets pertaining to low income communities

**Pertain To City Business:** Regarding Jawan Dallas case and community funding

**Signature:** Carolina Dallas

**Signature Verify:** X

**Agree:** X

**Date Submitted:** 2023-08-24 18:22:39

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

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

**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 | 8/30/2023 |

## REVIEWERS:

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Gauthier, Lana | Approved | 8/31/2023 - 2:07 PM |

# CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Fri 8/25/2023 3:37 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:** 2023-09-05

**Address:** 2117 Charingwood Drive West

**Email:** thearcofmobile@gmail.com

**Phone:** 334-546-2392

**Subject And Specific Questions:** REVISED REQUEST. Appropriation of $55,315.00 in City of Mobile funds (the same amount appropriated to Mobile A.R.C. in FY 2017-2018) to The Arc of Mobile County, Inc. for the purpose of restarting community services for Mobile citizens with intellectual and developmental disabilities (I/DD) and their families. These community services were previously provided by the former Mobile A.R.C. and AltaPointe Health Systems AHS), but were discontinued in March 2020 due the Covid-19 Pandemic. City funds along with Mobile County Commission, United Way of Southwest Alabama, and State of Alabama Department of Mental Health funds will enable The Arc of Mobile County to organize and operate community services for up to 20 I/DD consumers and their families in a new congregate day program.

**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:** 2023-08-25 15:37:44

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

2023 AUG 28 AM 10:25

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

**Funding Source**

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

## ATTACHMENTS:

| Description | Type | Upload Date |
|---|---|---|
| Catino | Cover Memo | 8/31/2023 |

## REVIEWERS:

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Leverette, Tiereney | Approved | 8/31/2023 - 2:03 PM |

# CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 8/31/2023 1:12 PM
To:City Clerk <cityclerk@cityofmobile.org>

**CAUTION:** External Email

**Name:** Dr. Martin Scott Catino

**Date To Address Council:** 2023-09-05

**Address:** 217 Berwyn Drive West, Mobile, Alabama, 36608

**Email:** mscottcat1@gmail.com

**Phone:** 610.674.2814

**Subject And Specific Questions:** As a U.S. Fulbright Scholar, security professional, and professor with over two decades of experience addressing issues of civil society, public safety, and governance in the United States and abroad, I would like to offer insights on the nature of the Human Rights Campaign and the role of its liaisons, the implications for the citizens of Mobile, and city policy. Also, I currently serve as the President of Faith Family Freedom Coalition Metro Mobile.

**Pertain To City Business:** The Mayor's recent cancellation of the Human Rights Campaign (HRC) liaisons has generated many public questions relating to the HRC, policies of inclusion and fairness, and the community of Mobile.

**Signature:** Martin Scott Catino

**Signature Verify:** X

**Agree:** X

**Date Submitted:** 2023-08-31 13:12:37

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

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

**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 | 7/24/2023 |

**REVIEWERS:**

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Gauthier, Lana | Approved | 7/20/2023 - 2:30 PM |

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 A MAGNETIC NAIL IN CAP AT THE NORTHEAST CORNER OF ST. STEPHENS ROAD AND LAFAYETTE STREET; THENCE SOUTH 55° 32' 40" EAST ALONG THE NORTH LINE OF ST. STEPHENS ROAD 135.34 FEET TO A REBAR; THENCE NORTH 02° 49' 56" EAST 220.49 FEET TO A CAPPED REBAR; THENCE NORTH 86° 23' 07" WEST 41.32 FEET TO A CAPPED REBAR; THENCE NORTH 86° 29' 54" WEST 68.15 FEET TO A REBAR ON THE EAST LINE OF LAFAYETTE STREET; THENCE SOUTH 05° 01' 39" WEST ALONG THE EAST LINE OF LAFAYETTE STREET 151.00 FEET TO THE POINT OF BEGINNING.**

The classification of said property is hereby changed from **R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-1, Buffer Business 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 **B-1, Buffer Business District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022.

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

Adopted:

_____

**Lisa Lambert, City Clerk**

**Gerald Byrd, Agent**
**1408 Saint Stephens Road and 212 North Lafayette Street**
**Northeast corner of North Lafayette Street and Saint Stephens Road**
**Council District 2**
**William Carroll**

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 1408 Saint Stephens Road and 212 North Lafayette Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 29th day of August, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 1408 Saint Stephens Road and 212 North Lafayette Street from R-1, Single-Family Residential Suburban District, and B-2, Neighborhood Business District, to B-1, Buffer Business 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 A MAGNETIC NAIL IN CAP AT THE NORTHEAST CORNER OF ST. STEPHENS ROAD AND LAFAYETTE STREET; THENCE SOUTH 55° 32' 40" EAST ALONG THE NORTH LINE OF ST. STEPHENS ROAD 135.34 FEET TO A REBAR; THENCE NORTH 02° 49' 56" EAST 220.49 FEET TO A CAPPED REBAR; THENCE NORTH 86° 23' 07" WEST 41.32 FEET TO A CAPPED REBAR; THENCE NORTH 86° 29' 54" WEST 68.15 FEET TO A REBAR ON THE EAST LINE OF LAFAYETTE STREET; THENCE SOUTH 05° 01' 39" WEST ALONG THE EAST LINE OF LAFAYETTE STREET 151.00 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-1, Buffer Business 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 B-1, Buffer Business District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022.

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 29th day of August, 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 2nd 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 **1408 Saint Stephens Road and 212 North Lafayette Street** (Northeast corner of North Lafayette Street and Saint Stephens Road).

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-1, Buffer Business District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-1** 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.

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.

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

**MOBILE CITY PLANNING COMMISSION**

July 19, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of May 4, 2023 considered the request of **Gerald Byrd, Agent,** for a change in zoning from **R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-1, Buffer Business District** for the property located at **1408 Saint Stephens Road and 212 North Lafayette Street** (Northeast corner of North Lafayette Street and Saint Stephens Road).

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

May 8, 2023

Gerald Byrd
Byrd Surveying
2609 Halls Mill Road
Mobile, Alabama 36606

**Re:** **1408 Saint Stephens Road and 212 North Lafayette Street**
**Napoleon Subdivision**
**ZON-002430-2023**
Gerald Byrd, Byrd Surveying
District 2
Rezoning from Neighborhood Business District (B-2) and Single-Family Residential (R-1) to Neighborhood Business District (B-2).

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

At its meeting on May 4, 2023, the Planning Commission considered the above referenced application.

**After discussion, the Planning Commission voted to recommend Approval of the rezoning request to B-1, Buffer Business District, to the City Council.**

**The advertising fee for this application based on the current legal description is $281.96. 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 Pappas
Deputy Director of Planning and Zoning

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 7, 2023

Jerry Byrd
Byrd Surveying
2609 Halls Mill Road
Mobile, Alabama 36606

**Re:** **1408 Saint Stephens Road and 212 North Lafayette Street**
(Northeast corner of North Lafayette Street and Saint Stephens Road).
Council District 2

**ZON-002430-2023 (Rezoning)**
**Gerald Byrd**
Rezoning from B-2, Neighborhood Business District, and R-1, Single-Family Residential to B-2, Neighborhood Business District.

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

At its meeting on April 6, 2023, the Planning Commission considered the above referenced application.

**After discussion, the Planning Commission heldover the application until the May 4, 2023 meeting, with revisions due no later than April 20th to address the following:**

1) **Submit a narrative explaining the justification for the proposed rezoning; and**
2) **Submittal of an off-site parking variance to the Board of Adjustment for consideration at their May 1st meeting (application must be submitted by April 4th deadline).**

Sincerely,

**MOBILE CITY PLANNING COMMISSION**
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

**MOBILE CITY PLANNING COMMISSION**
**March 20, 2023**
**PUBLIC HEARING NOTICE**

**Re:** **1408 Saint Stephens Road and 212 North Lafayette Street**
(Northeast corner of North Lafayette Street and Saint Stephens Road).
Council District 2
**ZON-002430-2023 (Rezoning)**
**Gerald Byrd**
Rezoning from B-2, Neighborhood Business District, and R-1, Single-Family Residential to B-2, Neighborhood Business District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, April 6, 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 B-2, Neighborhood Business District, and R-1, Single-Family Residential to B-2, Neighborhood Business 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, April 5, 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**
**March 20, 2023**
**PUBLIC HEARING NOTICE**

**Re:** **1408 Saint Stephens Road and 212 North Lafayette Street**
(Northeast corner of North Lafayette Street and Saint Stephens Road).
Council District 2
**ZON-002430-2023 (Rezoning)**
**Gerald Byrd**
Rezoning from B-2, Neighborhood Business District, and R-1, Single-Family Residential to B-2, Neighborhood Business 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, April 6, 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 B-2, Neighborhood Business District, and R-1, Single-Family Residential to B-2, Neighborhood Business 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, April 5, 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.

## 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. Givens Date: 2/27/23

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: Napoleon McCovery Date:

| | |
|---|---|
| Type name: Napoleon McCovery | |
| Business Name: | |
| Address: 6994 Park Drive | |
| | |
| City, State, Zip Code: Daphne, AL 36526 | |
| Telephone: 251-454-2580 | Email: |

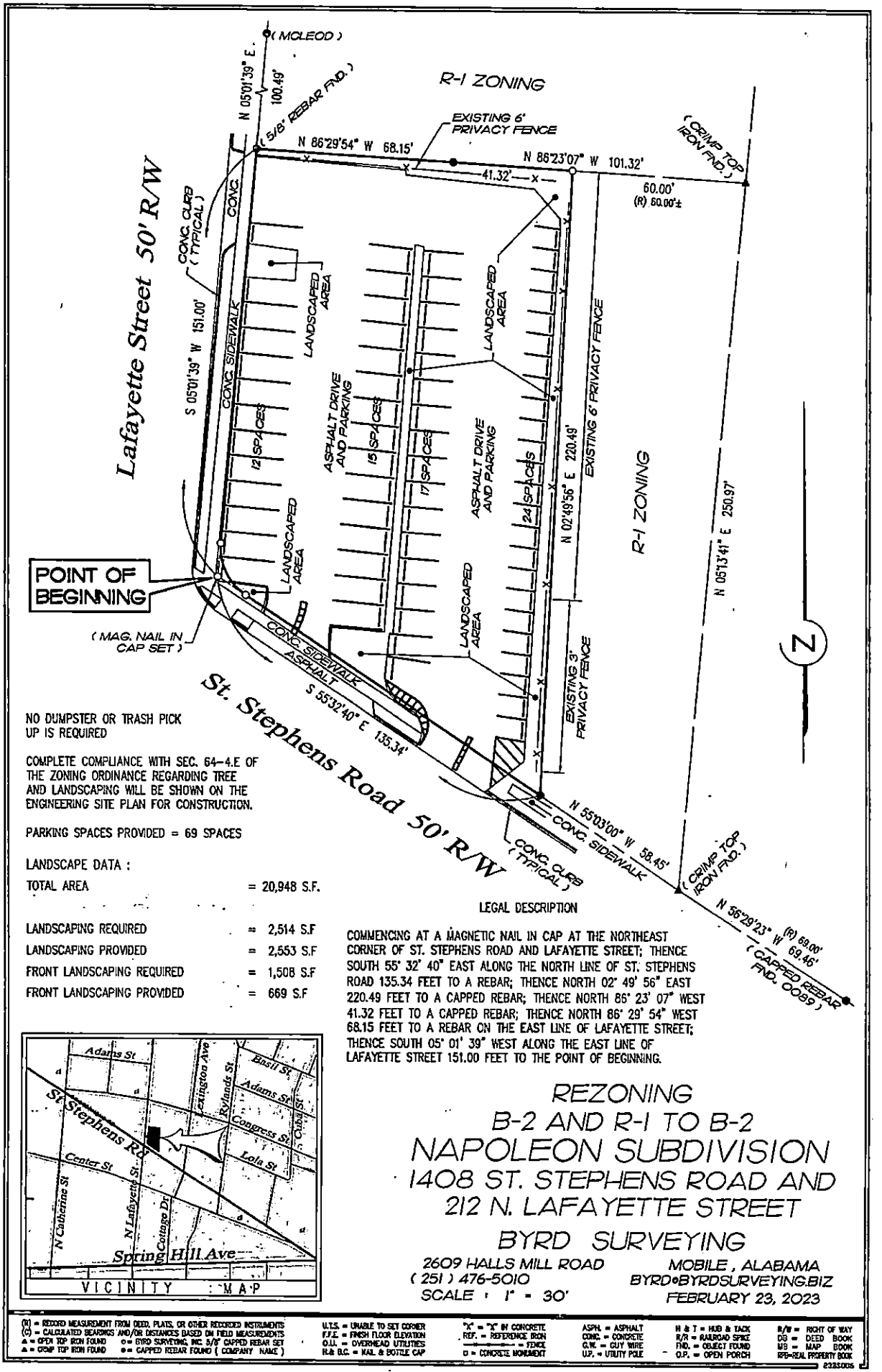
**AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION or BOARD OF ZONING ADJUSTMENTS**

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: Napoleon McCovery Date:

Type name: Napoleon McCovery

Use additional pages / copies of this form as needed.




NO DUMPSTER OR TRASH PICK UP IS REQUIRED

COMPLETE COMPLIANCE WITH SEC. 64-4.E OF THE ZONING ORDINANCE REGARDING TREE AND LANDSCAPING WILL BE SHOWN ON THE ENGINEERING SITE PLAN FOR CONSTRUCTION.

PARKING SPACES PROVIDED = 69 SPACES

LANDSCAPE DATA :

| | |
|---|---|
| TOTAL AREA | = 20,948 S.F. |
| LANDSCAPING REQUIRED | = 2,514 S.F |
| LANDSCAPING PROVIDED | = 2,553 S.F |
| FRONT LANDSCAPING REQUIRED | = 1,508 S.F |
| FRONT LANDSCAPING PROVIDED | = 669 S.F |




LEGAL DESCRIPTION

COMMENCING AT A MAGNETIC NAIL IN CAP AT THE NORTHEAST CORNER OF ST. STEPHENS ROAD AND LAFAYETTE STREET; THENCE SOUTH 55° 32' 40" EAST ALONG THE NORTH LINE OF ST. STEPHENS ROAD 135.34 FEET TO A REBAR; THENCE NORTH 02° 49' 56" EAST 220.49 FEET TO A CAPPED REBAR; THENCE NORTH 86° 23' 07" WEST 41.32 FEET TO A CAPPED REBAR; THENCE NORTH 86° 29' 54" WEST 68.15 FEET TO A REBAR ON THE EAST LINE OF LAFAYETTE STREET; THENCE SOUTH 05° 01' 39" WEST ALONG THE EAST LINE OF LAFAYETTE STREET 151.00 FEET TO THE POINT OF BEGINNING.

# REZONING
## B-2 AND R-1 TO B-2
## NAPOLEON SUBDIVISION
## 1408 ST. STEPHENS ROAD AND 212 N. LAFAYETTE STREET


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


SCALE : 1" = 30'

FEBRUARY 23, 2023

(R) = RECORD MEASUREMENT FROM DEED, PLATS, OR OTHER RECORDED INSTRUMENTS
(C) = CALCULATED BEARINGS AND/OR DISTANCES BASED ON FIELD MEASUREMENTS
▲ = OPEN TOP IRON FOUND ○ = BYRD SURVEYING, INC. 5/8" CAPPED REBAR SET
▲ = CRIMP TOP IRON FOUND ● = CAPPED REBAR FOUND ( COMPANY NAME )
U.T.S. = UNABLE TO SET CORNER
F.F.E. = FINISH FLOOR ELEVATION
O.U. = OVERHEAD UTILITIES
N.& B.C. = NAIL & BOTTLE CAP
"X" = "X" IN CONCRETE
REF. = REFERENCE IRON
= FENCE
□ = CONCRETE MONUMENT
ASPH. = ASPHALT
CONC. = CONCRETE
G.W. = GUY WIRE
U.P. = UTILITY POLE
H & T = HUB & TACK
R/R = RAILROAD SPIKE
FND. = OBJECT FOUND
O.P. = OPEN PORCH
R/W = RIGHT OF WAY
DB = DEED BOOK
MB = MAP BOOK
RPB=REAL PROPERTY BOOK

2235005

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

Napoleon McCovery
6994 Park Drive
Daphne, AL 36526

Garfield, David, & Charles Williams,
and Rosetta Garrett
407 S. Jefferson Street
Mobile, AL 36603

Center Street, LLC
1515 University Blvd. S.
Mobile, AL 36609

Mikal Abdul Raheem
aka Michael D. Hoyt
P. O. Box 529
Mobile, AL 36601

Greater Mount Olive Baptist
251 N. Lafayette Street
Mobile, AL 36603

Richard & Eula Mae Snowden
2263 Hathcox Street
Mobile, AL 36617

City of Mobile – Office of City Clerk
205 Government Plaza
Mobile, AL 36644

Arletha Hopper
221 N. Lafayette Street
Mobile, AL 36603

HDLG Holdings, LLC
717 Kerr Drive
Gardendale, AL 35071

Bernadette Pettway & Margaret Porter
219 N. Lafayette Street
Mobile, AL 36603

Rolland & Bennie Mae Sigler
500 Canal Street
Mobile, AL 36603

Sharon D. Kirk
106 Glen Oaks Road
Mobile, AL 36608

Andrews Rentals, LLC
2860 Springhill Avenue
Mobile, AL 36607

Juanita Clausell
220 Lafayette Street
Mobile, AL 36603

Alfred & Babette Cook
5216 Marietta Drive N.
Mobile, AL 36618

Mary A. Taylor
218 N. Lafayette Street
Mobile, AL 36603

Terry D. James
1404 Main Street
Mobile, AL 36617

Isaac White, Sr. Life Estate
c/o Charlie White, Jr.
P. O. Box 60773
Dayton, OH 45402

Tommie Mims
1409 Congress Street
Mobile, AL 36603

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

LHW Property Holdings, LLC
1882 Princeton Avenue, Suite 10
Atlanta, GA 30337

Cheryl Shelton
2756 McGrew Court
Mobile, AL 36606

Mikael Thrash
208 Talisman Avenue
Prichard, AL 36610

CDF Properties, LLC
c/o Curran Foose
112 Ryan Avenue
Mobile, AL 36607

Regina A. Johnson
13219 Soft Cloud Way
Victorville, CA 92392

Creola L. Smith
219 Lexington Avenue
Mobile, AL 36603

Karen S. & Michael Reeves
217 Lexington Avenue
Mobile, AL 36603

Steven & Robin Cox
10695 Ski Chaste Lane
Axis, AL 36505

St. Stephens Sq. Apts. Partners, LLC
1652 Felix Avenue
Memphis, TN 38114

Marian S. Jordan
2020 Highpoint Trail
Atlanta, GA 30331

Michael Jones
6840 King Branch Ct.
Mobile, AL 36618

Eric Davis
222 Lexington Avenue
Mobile, AL 36603

Alfred & Robbie Scott
6215 Palos Court
Mobile, AL 36609

Linda Howell & Bruce Jackson
218 Lexington Avenue
Mobile, AL 36603

Leflore Real Estate Company
P. O. Box 56
Mobile, AL 36601

Ronnie Gamble, Lonna Steele, et al
P. O. Box 60773
Dayton, OH 45402

Marvin Walker
2153 Oconner Street
Mobile, AL 36617

Hancock Whitney Bank
20491 Landon Road
Gulfport, MS 39503

Agustin-Escamilla Javier &
Alicia T. De Javier
6501 Harding Street
Hollywood, FL 33024

Habitat for Humanity in
Mobile County, Inc.
P. O. Box 16422
Mobile, AL 36616

James E. Sampey
2251 Rosa Drive
Mobile, AL 36617

Eiler Bayside, LLC
3991 Spring Landing Ct.
Theodore, AL 36582

Linda Faye Holmes
1404 Center Street
Mobile, AL 36604

Nathan Sargent & Erica Campbell
1408 Center Street
Mobile, AL 36604

Helen L. Pritchett
1412 Center Street
Mobile, AL 36604

Bernice C. Jones
1416 Center Street
Mobile, AL 36604

Warseal Powell
5635 Victory Loop
Manassas, VA 20112

Stephanie M. Jackson
P. O. Box 40902
Mobile, AL 36640

## SUBDIVISION & ZONING AMENDMENT STAFF REPORT Date: May 4, 2023

**NAME** Gerald Byrd

**SUBDIVISION NAME** Napoleon Subdivision

**LOCATION** 1408 Saint Stephens Road and 212 North Lafayette Street (Northeast corner of North Lafayette Street and Saint Stephens Road).

**CITY COUNCIL DISTRICT** District 2

**PRESENT ZONING** B-2, Neighborhood Business District and R-1, Single Family Residential District

**PROPOSED ZONING** B-2, Neighborhood Business District

**AREA OF PROPERTY** 1 Lot / 0.5± Acres

**CONTEMPLATED USE** Subdivision approval to create one (1) legal lot of record from two (2) metes-and-bounds parcels; and Rezoning from B-2, Neighborhood Business District and R-1, Single Family Residential District to B-2, Neighborhood Business District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**

**TIME SCHEDULE FOR DEVELOPMENT** None provided

**ENGINEERING COMMENTS**

**Subdivision:** FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

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. Check the bearing and distance for the north line of the proposed subdivision. The plan view shows two (2) different bearings along the line but the written description lists one (1) bearing. The north line also contains reference to a capped rebar that was found.
C. Dedicate the corner radius (25' minimum or as approved by the City Engineer and Traffic Engineer) at the SW corner of LOT A to the City of Mobile, and list the amount of dedicated acreage in sf and acres.
D. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
E. Provide the Surveyor's Certificate.
F. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 28 - #72) LOT A 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 A – 4,000 sf.
G. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
H. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
I. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
J. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
K. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
L. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

**Rezoning:**

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

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6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

**TRAFFIC ENGINEERING COMMENTS** Lot is limited to no more than its existing curb cuts with any changes in 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 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.

**REMARKS** The applicant is requesting Subdivision approval to create one (1) legal lot of record from two (2) metes-and-bounds parcels; and Rezoning from B-2, Neighborhood Business District and R-1, Single Family Residential District to B-2, Neighborhood Business District.

The site has been given a Mixed Density Residential (MxDR) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework

Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

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

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

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.

The site has frontage on Saint Stephens Road and North Lafayette Street. Saint Stephens Road is a principal arterial road, per the Major Street Plan and as such, should have a minimum right-of-way of 100-feet. The preliminary plat depicts an existing right-of-way of 50-feet. However, ALDOT has completed a study along St. Stephens Road and there is no desire by ALDOT to require 100 feet of right of way in this location. Based on the ALDOT study, the existing right of way is adequate along the property's Saint Stephens Road frontage. North Lafayette Street is a minor street with curb and gutter, and has an existing compliant right-of-way of 50-feet, making no dedications necessary.

The lot size is labeled on the preliminary plat in acres and square feet. If approved, this information should remain on the Final Plat, adjusted for any dedication.

Regarding access management, a note should be placed on the Final Plat stating the Traffic Engineering comments, if approved.

The property at 1408 Saint Stephens Road was previously developed with a single-family dwelling, which was removed from the site, with permits in 2020. The site has since been paved, without permits, for use as a parking lot.

The property is bounded to the North and West by R-1, Single-Family Residential District; to the South by B-2, Neighborhood Business District; and to the East by R-1 and B-2.

Section 64-9. of the Zoning Ordinance states that the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The applicant did not provide a narrative justifying the proposed rezoning.

The applicant submitted a site plan depicting the subject site with the previously approved parking area on 212 North Lafayette Street, as well as the unpermitted parking lot at 1408 Saint Stephens Road. The site plan shows a total of 69 parking spaces, with no structure on the site.

It should be noted that the previously approved parking lot at 212 North Lafayette Street has an off-site parking variance granted by the Board of Zoning Adjustment at its August 2009 meeting. The variance was required to provide adequate parking for the bar/lounge at the Southeast corner of Saint Stephens Road and North Lafayette Street. As variances are site plan specific, the site will need to go back before the Board of Zoning Adjustment to amend the previously approved variance.

## RECOMMENDATION

**Subdivision:** Based upon the preceding, this application is recommended for Holdover to the May 4th meeting, to be heard concurrently with the rezoning application.

**Rezoning:** Based on the preceding, this application is recommended for Holdover to the May 4th meeting, with revisions due no later than April 20th, to address the following:

1) Submit a narrative explaining the justification for the proposed rezoning; and
2) Submittal of an off-site parking variance to the Board of Adjustment for consideration at their May 1st meeting (application must be submitted by April 4th deadline).

***Revised for the May 4th meeting:***

*The Planning Commission heldover the application at its April 6th meeting, to allow the applicant to submit an off-site parking variance to the Board of Adjustment, for consideration at their May 1st meeting, and to allow the applicant to submit a narrative explaining the justification for the proposed rezoning.*

*The applicant has submitted an off-site parking variance, which is on the May 1st Board of Adjustment agenda, and will be considered, after the publication of reports for this Planning Commission meeting. Therefore, staff will be prepared to provide the Planning Commission with an update on the Board's actions.*

*The applicant also submitted the following narrative:*

> *THIS PROPERTY IS COMPRISED OF TWO PARCELS THAT HAVE TWO ZONING CLASSIFICATIONS. THE PARCEL ON THE CORNER OF LAFAYETTE STREET AND ST. STEPHENS ROAD IS ZONED B-2 AND THE PARCEL ADJOINING THE EAST LINE IS ZONED R-1. THE PROPERTY IS CURRENTLY DEVELOPED AS A PARKING LOT AND WE HAVE SUBMITTED A SUBDIVISION APPLICATION THAT WILL REQUIRE A SINGLE ZONING CLASSIFICATION. THE PROPERTIES AT 1404 & 1406 ST. STEPHENS ROAD ARE OWNED BY THE SAME ENTITY AND ARE DEVELOPED AS AN APARTMENT COMPLEX. OUR PROPOSED USE TO CONTINUE AS A PARKING LOT SHOULD NOT HAVE A NEGATIVE IMPACT ON THE SURROUNDING PROPERTIES. THE SUBDIVISION OF LAND INTO URBAN BUILDING SITES MAKES RECLASSIFICATION OF THE LAND NECESSARY AND DESIRABLE.*

*The applicant is correct in that, as proposed, the Subdivision application would result in a split-zoned lot, making the rezoning of one of the parcels necessary and desirable, if the Subdivision is approved. However, if the Board approves the requested off-site parking variance, there is no reason to "upzone" the property to B-2, but rather it would seem more appropriate to rezone the entire site to R-1. This would be in keeping with the Future Land Use Map and allow the owner to continued use of the property as proposed, and be more compatible with the adjoining residential development.*

## ***RECOMMENDATION***

***Subdivision:*** *The application is recommended for Tentative Approval, subject to the following conditions:*

1) *completion of the rezoning process prior to the recording of the Final Plat;*
2) *revision of the Final Plat to depict all abutting rights-of-way;*
3) *retention of the lot sizes in square feet and acres;*
4) *retention of the 25-foot minimum building setback line along all street frontages;*

5) *full compliance with Engineering comments: (FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): 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. Check the bearing and distance for the north line of the proposed subdivision. The plan view shows two (2) different bearings along the line but the written description lists one (1) bearing. The north line also contains reference to a capped rebar that was found. C. Dedicate the corner radius (25' minimum or as approved by the City Engineer and Traffic Engineer) at the SW corner of LOT A to the City of Mobile, and list the amount of dedicated acreage in sf and acres. D. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer. E. Provide the Surveyor's Certificate. F. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 28 - #72) LOT A 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 A – 4,000 sf. G. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. H. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. I. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. J. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. K. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. L. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.);*
6) *placement of a note on the Final Plat stating Traffic Engineering comments: (Lot is limited to no more than its existing curb cuts with any changes in 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 the City's Zoning Ordinance.);*
7) *compliance with 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.);*
8) *compliance with Fire Department comments: (All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 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.); and*

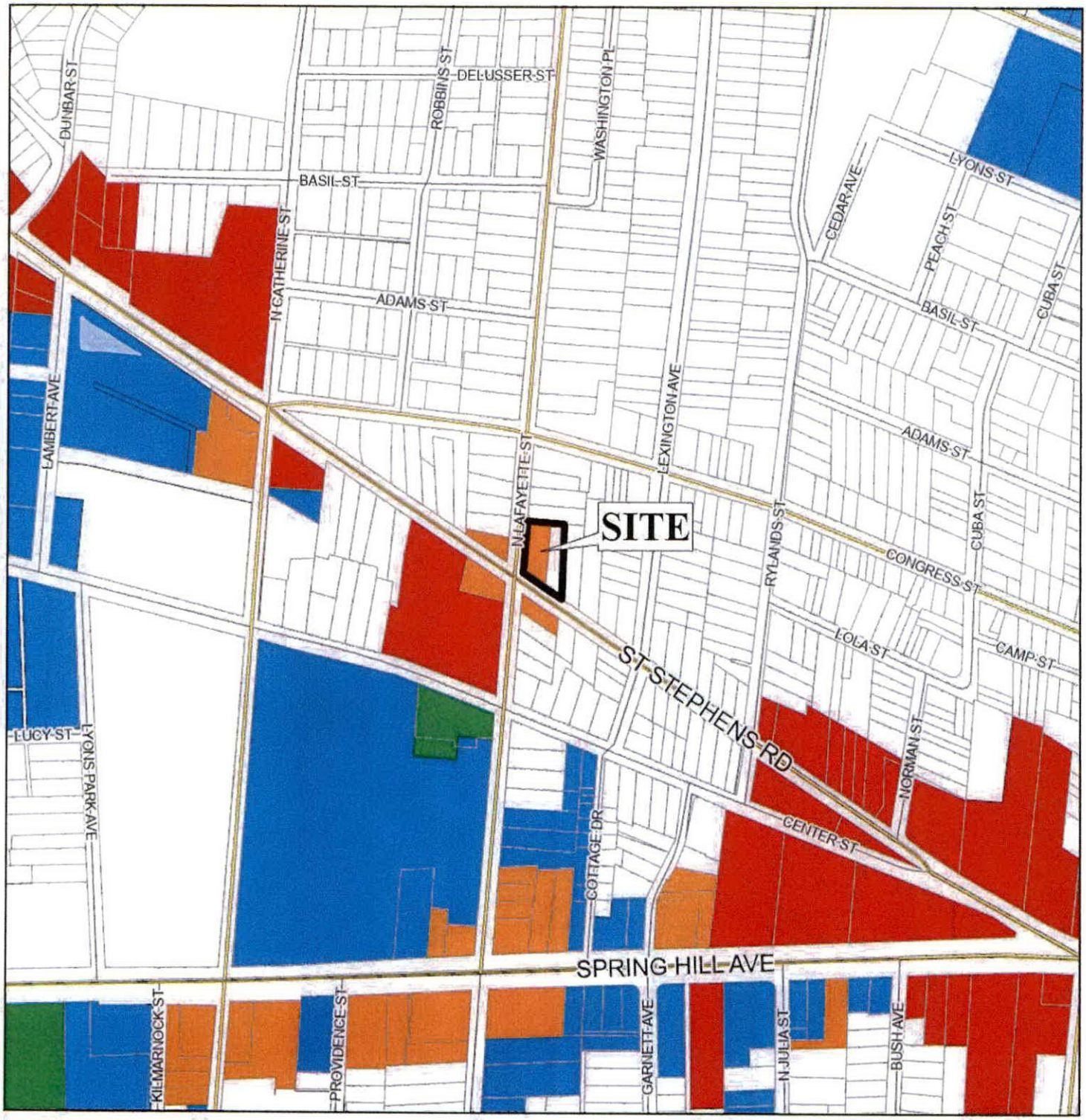
9) *submittal to and approval by Planning and Zoning of a revised PUD site plan (hard copy and .pdf), prior to signing the Final Plat.*

***Rezoning:*** *This application is recommended for Approval to* ***R-1****.*

*The rezoning should be subject to the following conditions:*

1) *completion of the Subdivision process; and*
2) *full compliance with all municipal codes and ordinances.*

# LOCATOR ZONING MAP




APPLICATION NUMBER 1 DATE May 4, 2023

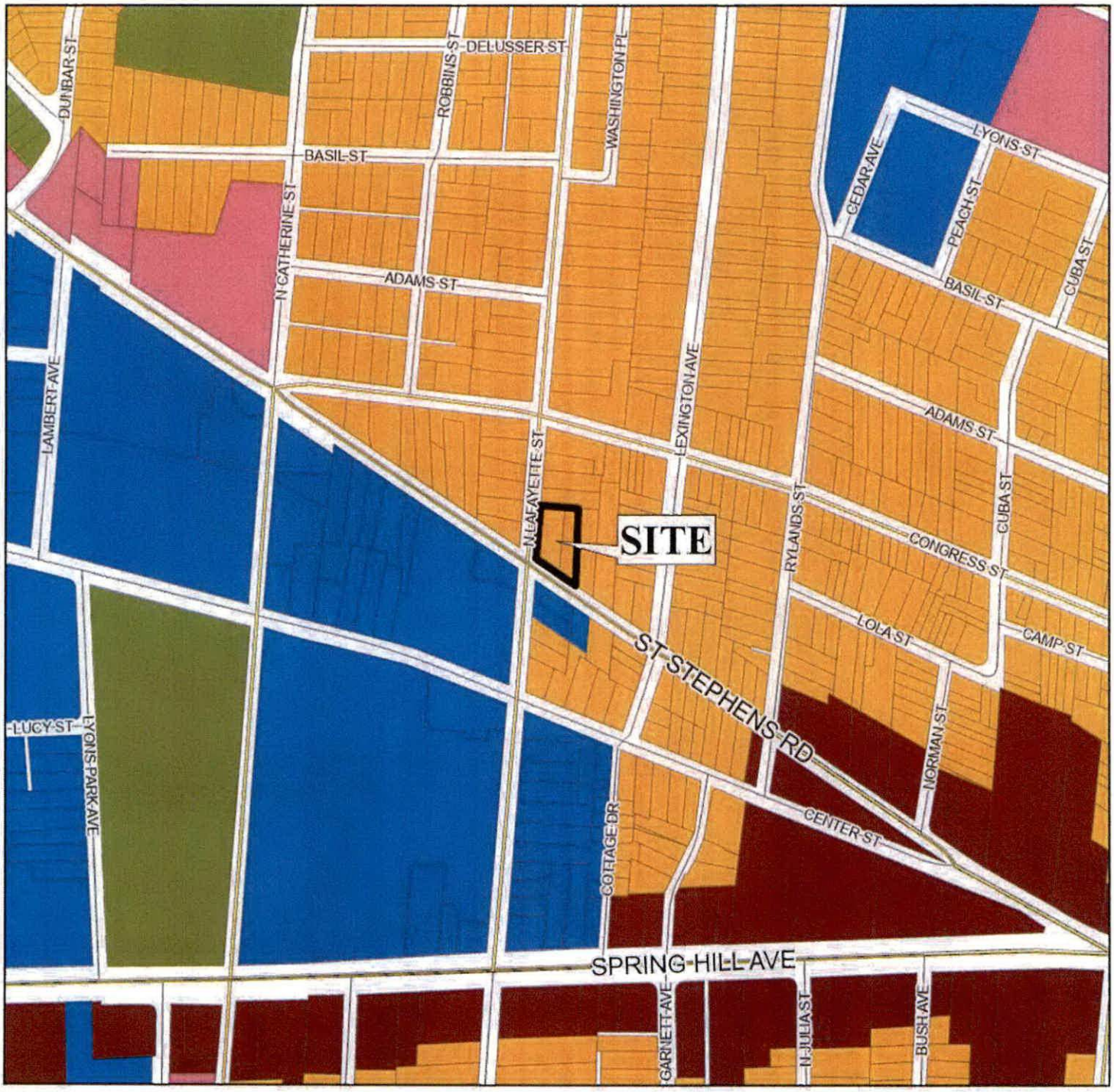
APPLICANT Napoleon Subdivision

REQUEST Subdivision, Rezoning from B-2 and R-1 to B-2

N

NTS

# FLUM LOCATOR MAP




APPLICATION NUMBER 1 DATE May 4, 2023

APPLICANT Napoleon Subdivision

REQUEST Subdivision, Rezoning from B-2 and R-1 to B-2

Layer2

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

N

NTS

# PLANNING COMMISSION
# VICINITY MAP - EXISTING ZONING




The site is surrounded by commercial and residential units.

APPLICATION NUMBER 1 DATE May 4, 2023

APPLICANT Napoleon Subdivision

REQUEST Subdivision, Rezoning from B-2 and R-1 to B-2

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

# PLANNING COMMISSION
# VICINITY MAP - EXISTING AERIAL




The site is surrounded by commercial and residential units.

APPLICATION NUMBER 1 DATE May 4, 2023

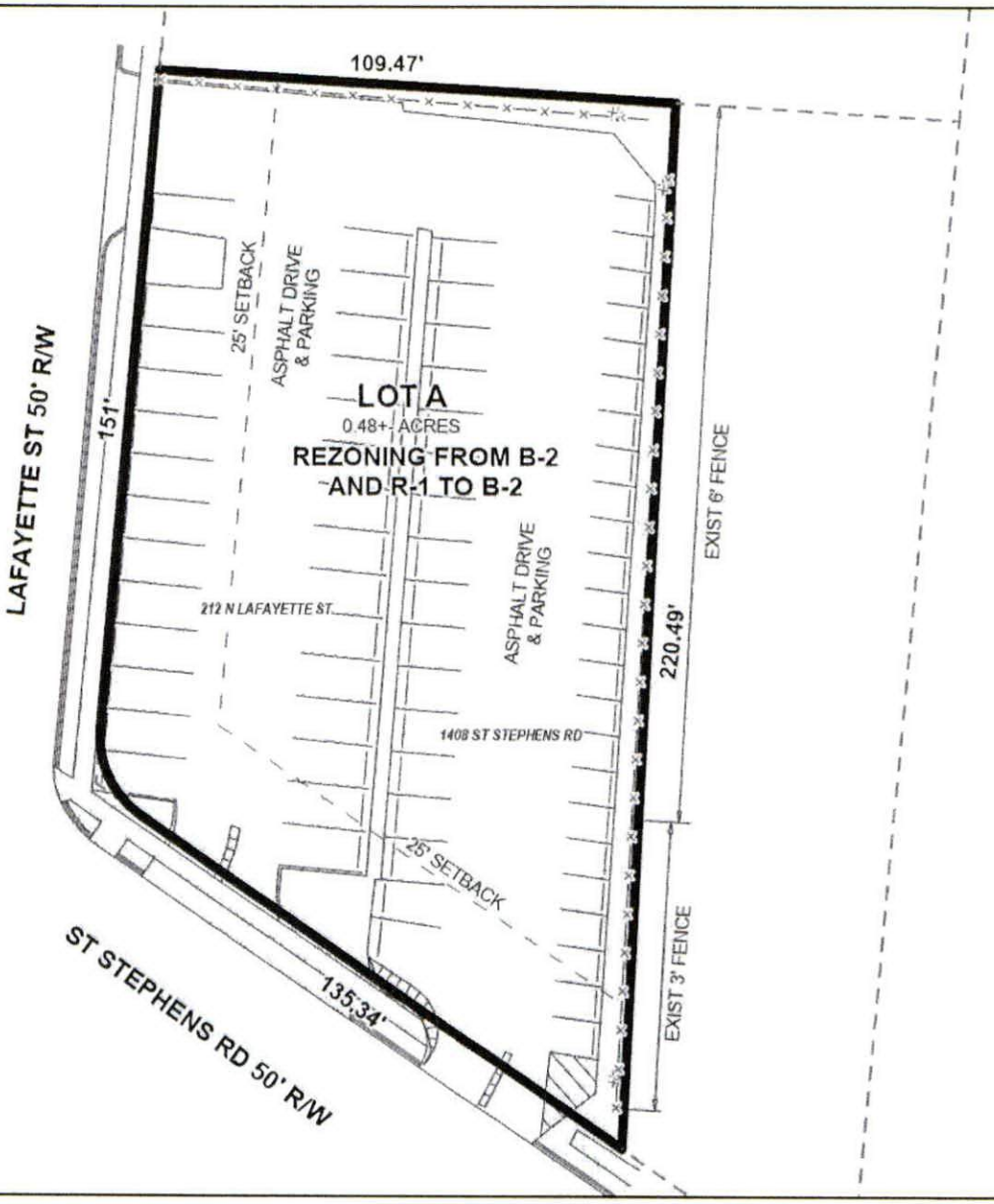
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NTS

# SITE PLAN




The site plan illustrates the existing parking lot, setbacks, and fencing.

APPLICATION NUMBER 1 DATE May 4, 2023

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REQUEST Subdivision, Rezoning from B-2 and R-1 to B-2

N

NTS

## SUBDIVISION & ZONING AMENDMENT STAFF REPORT — Date: April 6, 2023

| | |
|---|---|
| **NAME** | Gerald Byrd |
| **SUBDIVISION NAME** | Napoleon Subdivision |
| **LOCATION** | 1408 Saint Stephens Road and 212 North Lafayette Street (Northeast corner of North Lafayette Street and Saint Stephens Road). |
| **CITY COUNCIL DISTRICT** | District 2 |
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The property at 1408 Saint Stephens Road was previously developed with a single-family dwelling, which was removed from the site, with permits in 2020. The site has since been paved, without permits, for use as a parking lot.

The property is bounded to the North and West by R-1, Single-Family Residential District; to the South by B-2, Neighborhood Business District; and to the East by R-1 and B-2.

Section 64-9. of the Zoning Ordinance states that the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The applicant did not provide a narrative justifying the proposed rezoning.

The applicant submitted a site plan depicting the subject site with the previously approved parking area on 212 North Lafayette Street, as well as the unpermitted parking lot at 1408 Saint Stephens Road. The site plan shows a total of 69 parking spaces, with no structure on the site.

It should be noted that the previously approved parking lot at 212 North Lafayette Street has an off-site parking variance granted by the Board of Zoning Adjustment at its August 2009 meeting. The variance was required to provide adequate parking for the bar/lounge at the Southeast corner of Saint Stephens Road and North Lafayette Street. As variances are site plan specific, the site will need to go back before the Board of Zoning Adjustment to amend the previously approved variance.

## RECOMMENDATION

**Subdivision:** Based upon the preceding, this application is recommended for Holdover to the May 4th meeting, to be heard concurrently with the rezoning application.

**Rezoning:** Based on the preceding, this application is recommended for Holdover to the May 4th meeting, with revisions due no later than April 20th, to address the following:

1) Submit a narrative explaining the justification for the proposed rezoning; and
2) Submittal of an off-site parking variance to the Board of Adjustment for consideration at their May 1st meeting (application must be submitted by April 4th deadline).

# LOCATOR MAP




APPLICATION NUMBER 4 DATE April 6, 2023

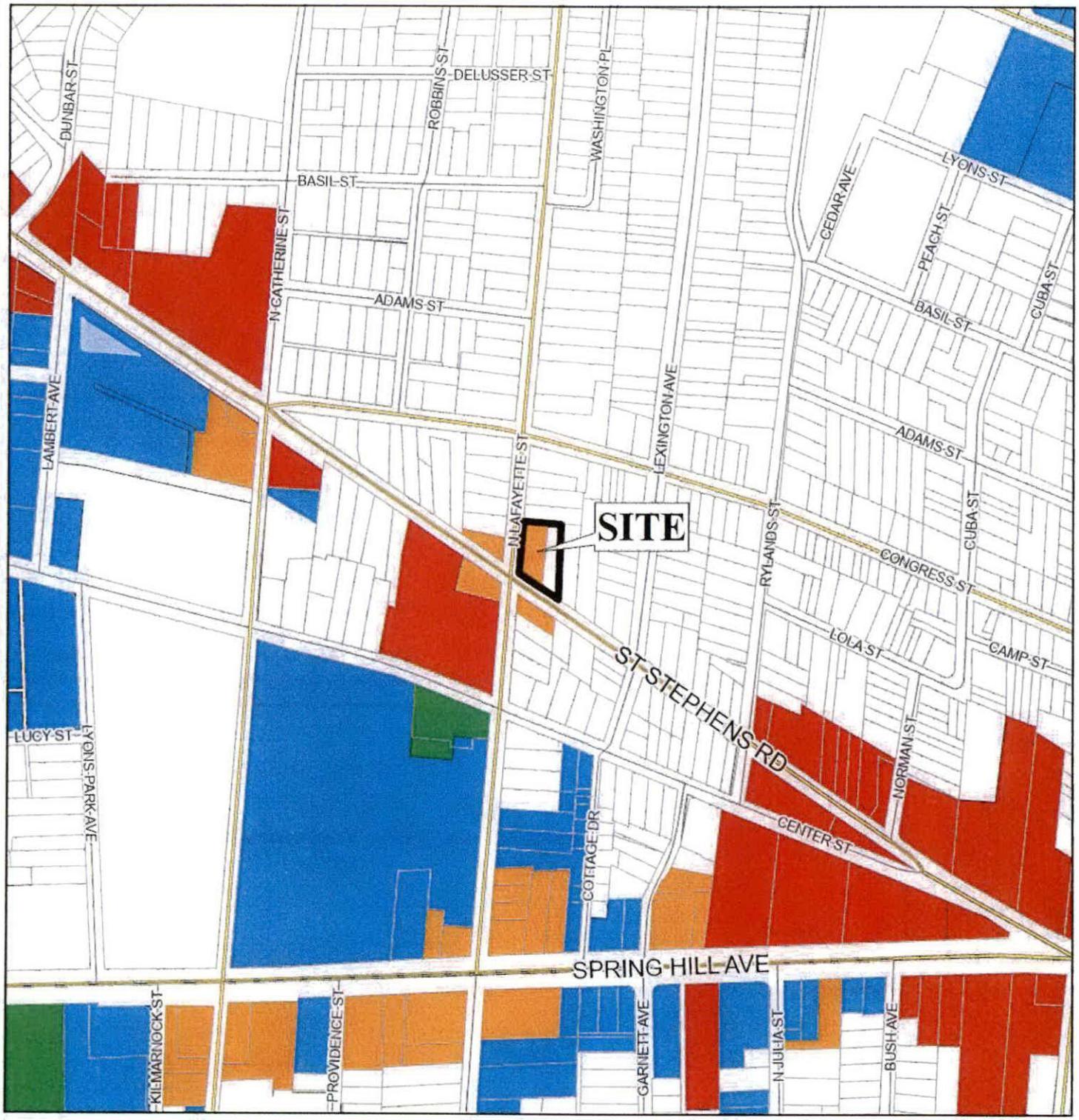
APPLICANT Napoleon Subdivision

REQUEST Subdivision, Rezoning from B-2 and R-1 to B-2

N

NTS

# LOCATOR ZONING MAP




APPLICATION NUMBER 4 DATE April 6, 2023

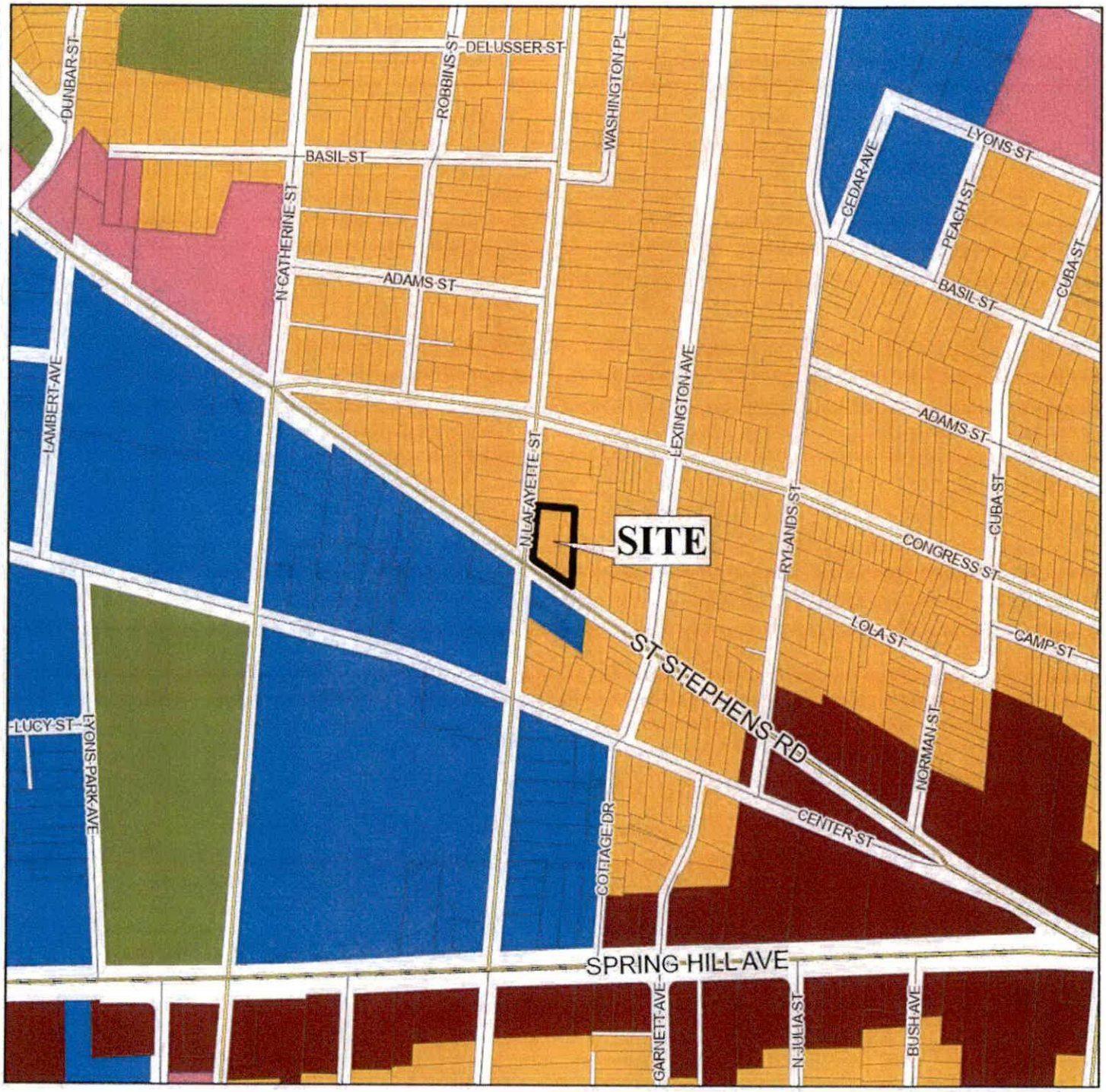
APPLICANT Napoleon Subdivision

REQUEST Subdivision, Rezoning from B-2 and R-1 to B-2

N

NTS

# FLUM LOCATOR MAP




APPLICATION NUMBER 4 DATE April 6, 2023

APPLICANT Napoleon Subdivision

REQUEST Subdivision, Rezoning from B-2 and R-1 to B-2

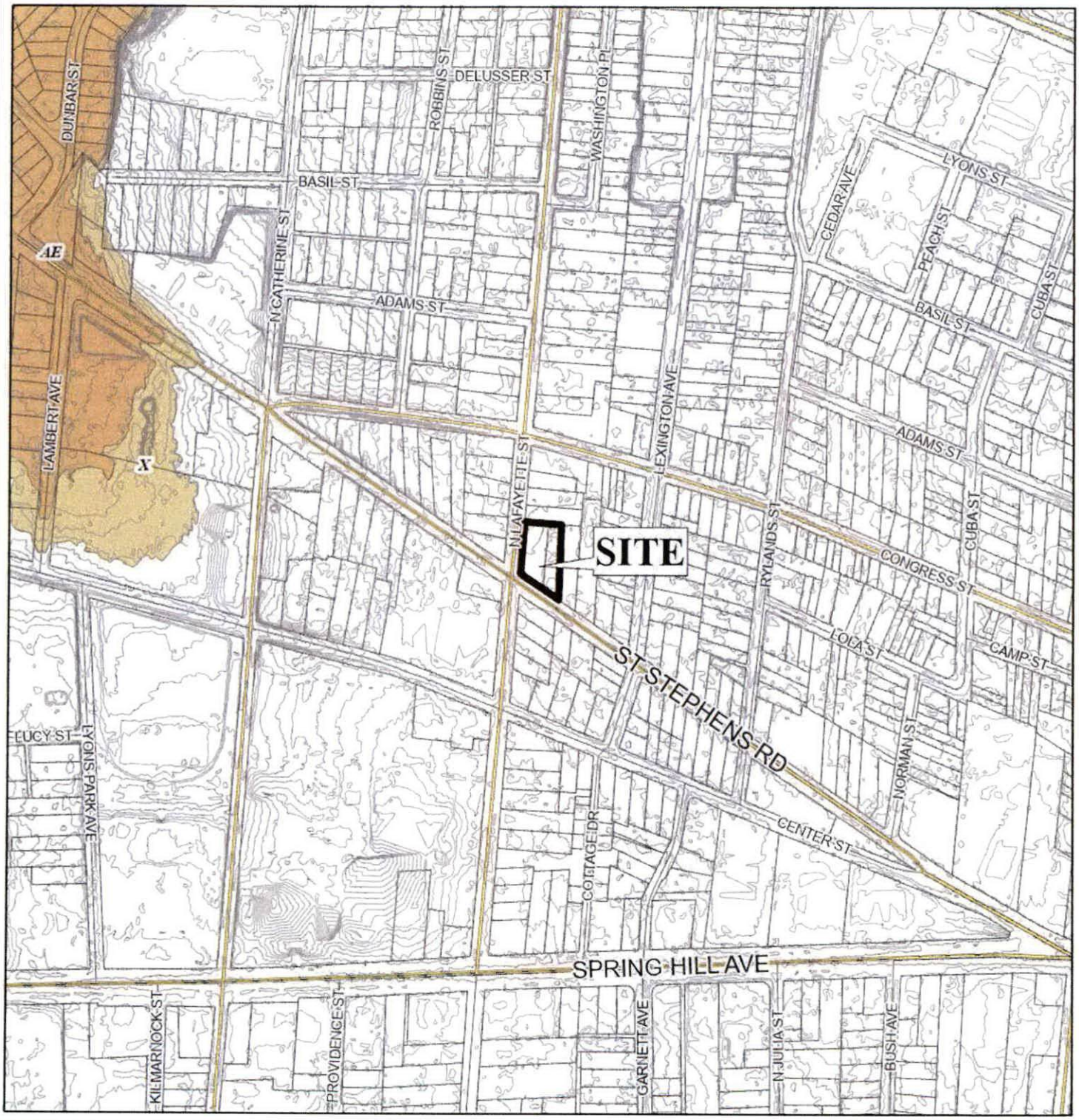
Layer2

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

N

NTS

# ENVIRONMENTAL LOCATOR MAP




APPLICATION NUMBER 4 DATE April 6, 2023

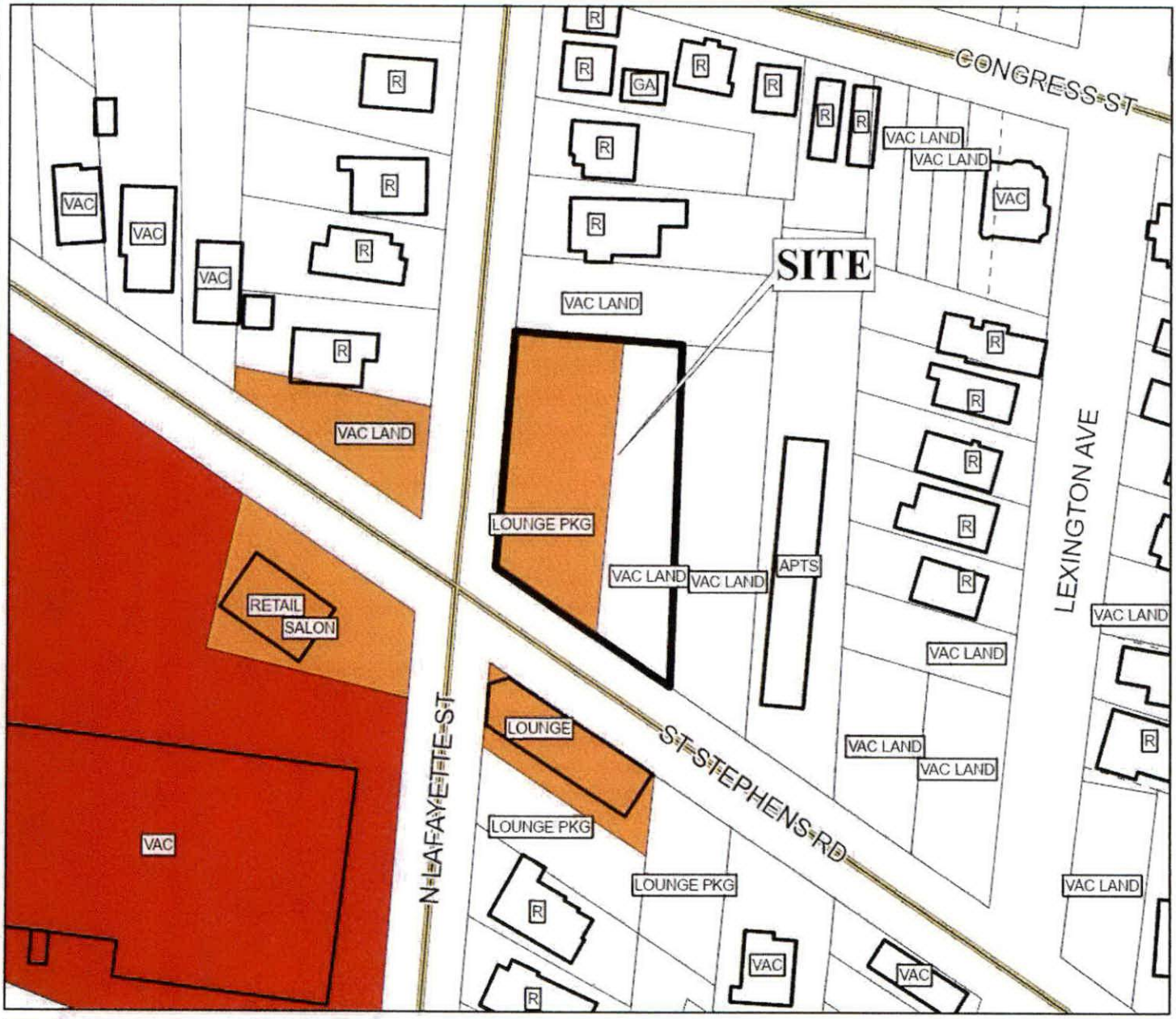
APPLICANT Napoleon Subdivision

REQUEST Subdivision, Rezoning from B-2 and R-1 to B-2

N

NTS

# PLANNING COMMISSION
# VICINITY MAP - EXISTING ZONING




The site is surrounded by commercial and residential units.

APPLICATION NUMBER 4 DATE April 6, 2023

APPLICANT Napoleon Subdivision

REQUEST Subdivision, Rezoning from B-2 and R-1 to B-2

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

# PLANNING COMMISSION
# VICINITY MAP - EXISTING AERIAL




The site is surrounded by commercial and residential units.

APPLICATION NUMBER 4 DATE April 6, 2023

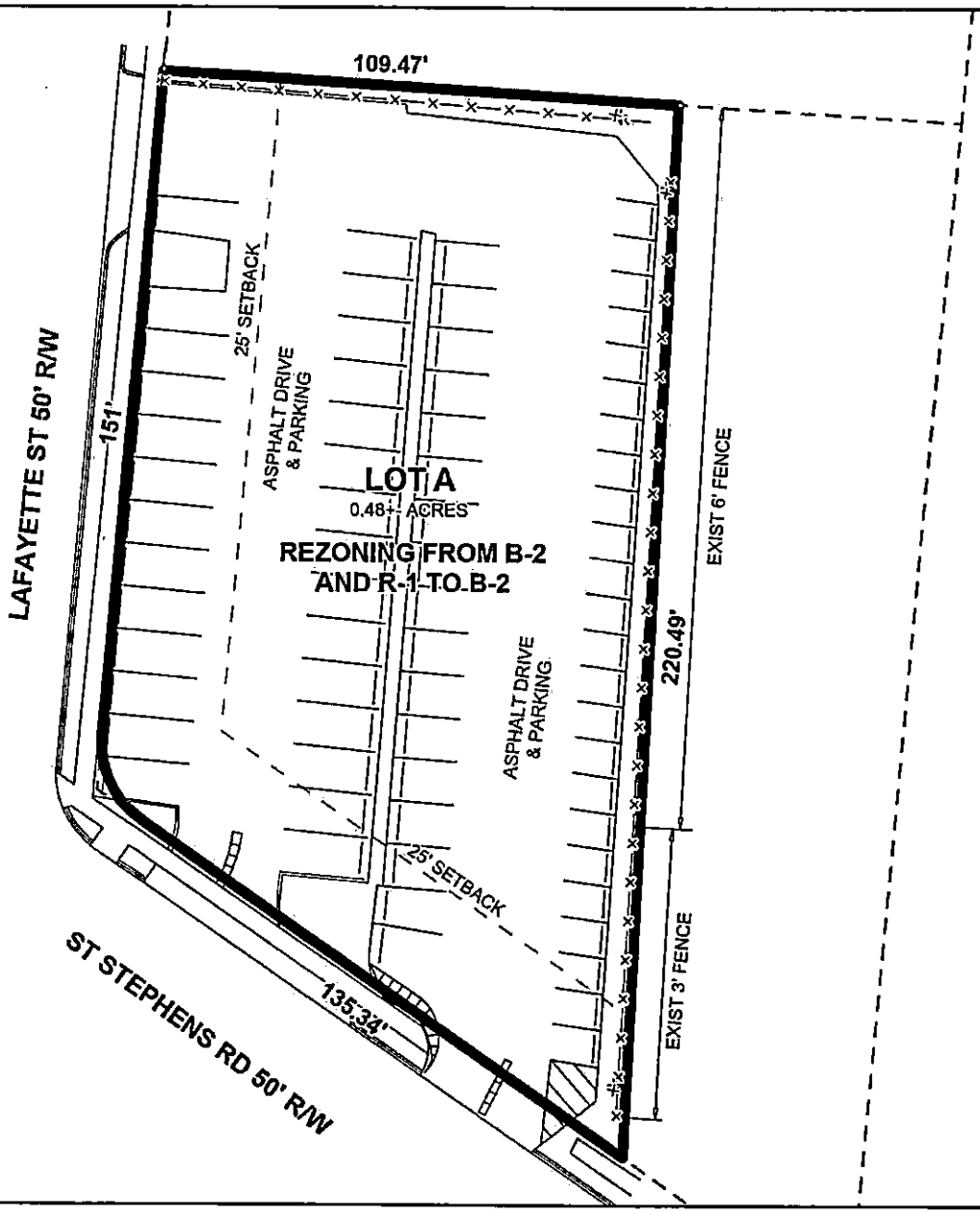
APPLICANT Napoleon Subdivision

REQUEST Subdivision, Rezoning from B-2 and R-1 to B-2

N

NTS

# SITE PLAN




The site plan illustrates the existing parking lot, setbacks, and fencing.

APPLICATION NUMBER 4 DATE April 6, 2023

APPLICANT Napoleon Subdivision

REQUEST Subdivision, Rezoning from B-2 and R-1 to B-2

N

NTS

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

**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 | 7/24/2023 |

**REVIEWERS:**

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Gauthier, Lana | Approved | 7/20/2023 - 2:36 PM |

**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:

**BEGINNING 525 FEET WEST OF THE NORTHEAST CORNER OF NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 2 WEST, RUN SOUTH 283 FEET, THEN NORTHEAST 127 FEET, THEN NORTH 267 FEET, THEN WEST 125 FEET TO BEGINNING.**

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District to B-1, Buffer Business District Suburban** 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 **B-1, Buffer Business District Suburban**, 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.

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

Adopted:

**Lisa Lambert, City Clerk**

**Jeni Knizley, Animal Care Center**
**North side of Old Shell Road, 340'± East of Cosgrove Drive**
**Council District 7**
**Gina Gregory**

Notice of Public Hearing for the Proposed Rezoning of Property
Located at north side of Old Shell Road, 340' ± east of Cosgrove Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 29th day of August, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at north side of Old Shell Road, 340' ± east of Cosgrove Drive from R-1, Single-Family Residential Suburban District to B-1, Buffer Business District Suburban.

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:

BEGINNING 525 FEET WEST OF THE NORTHEAST CORNER OF NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 2 WEST, RUN SOUTH 283 FEET, THEN NORTHEAST 127 FEET, THEN NORTH 267 FEET, THEN WEST 125 FEET TO BEGINNING.

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District to B-1, Buffer Business District Suburban 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 B-1, Buffer Business District Suburban, 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.

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 29th day of August, 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 2nd 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 the **North side of Old Shell Road, 340'± East of Cosgrove Drive.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Suburban District to B-1, Buffer Business District Suburban.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-1** 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.

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.

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

## MOBILE CITY PLANNING COMMISSION

July 19, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of May 18, 2023 considered the request of **Jeni Knizley, Animal Care Center,** for a change in zoning from **R-1, Single-Family Residential Suburban District to B-1, Buffer Business District Suburban** for the property located at **North side of Old Shell Road, 340'± East of Cosgrove Drive.**

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

May 19, 2023

Jay Broughton
Overstreet & Associates, PLLC
1026 Stanton Road
Daphne, Alabama 36526

**Re:** **North side of Old Shell Road, 340'± East of Cosgrove Drive**
Jeni Knizley, Animal Care Center
**ZON-UDC-002494-2023**
District 7
Rezoning from Single-Family Residential (R-1) to Buffer Business (B-1).

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

At its meeting on May 18, 2023, the Planning Commission considered the above referenced application.

**After discussion, the Planning Commission voted to recommend Approval of the rezoning request to B-1, Buffer Business District, to the City Council.**

**The advertising fee for this application based on the current legal description is $250.04. 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 Pappas
Deputy Director of Planning and Zoning

# NEIGHBORHOOD MEETING MINUTES

PROJECT: Animal Care Center

OWNER: Dr. Jeni Knizley

ENGINEER: Overstreet & Associates, PLLC

DATE: April 27, 2023 4:00 p.m.

LOCATION: Holiday Inn Conference Room

1) **Attendees: Everyone was asked to sign the attendance list-** *Attached*
2) *Project Representatives*

a) Owner: Animal Care Center

| | |
|---|---|
| Jeni Knizley - Owner | Ph: 251-605-4287 |
| Courtney Caddell - Staff | Ph: 251-391-2609 |
| Tracy Hewett – Staff | Ph: 251-209-3808 |
| Krisha Howell – Staff | Ph: 251-599-2717 |
| Rachael Leard – Staff | Ph: 251-709-3337 |

b) **Engineer: Overstreet & Associates**

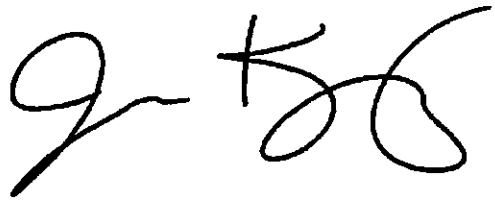
Jay Broughton — Ph: 251-610-8966
Email: jay@overstreeteng.com

Robert Cummings — Ph: 251-444-7150
Email: Robert.c@overstreeteng.com

3) Three citizens showed up to speak. All three expressed concerns about the project. The comments made by the citizens are summarized below:

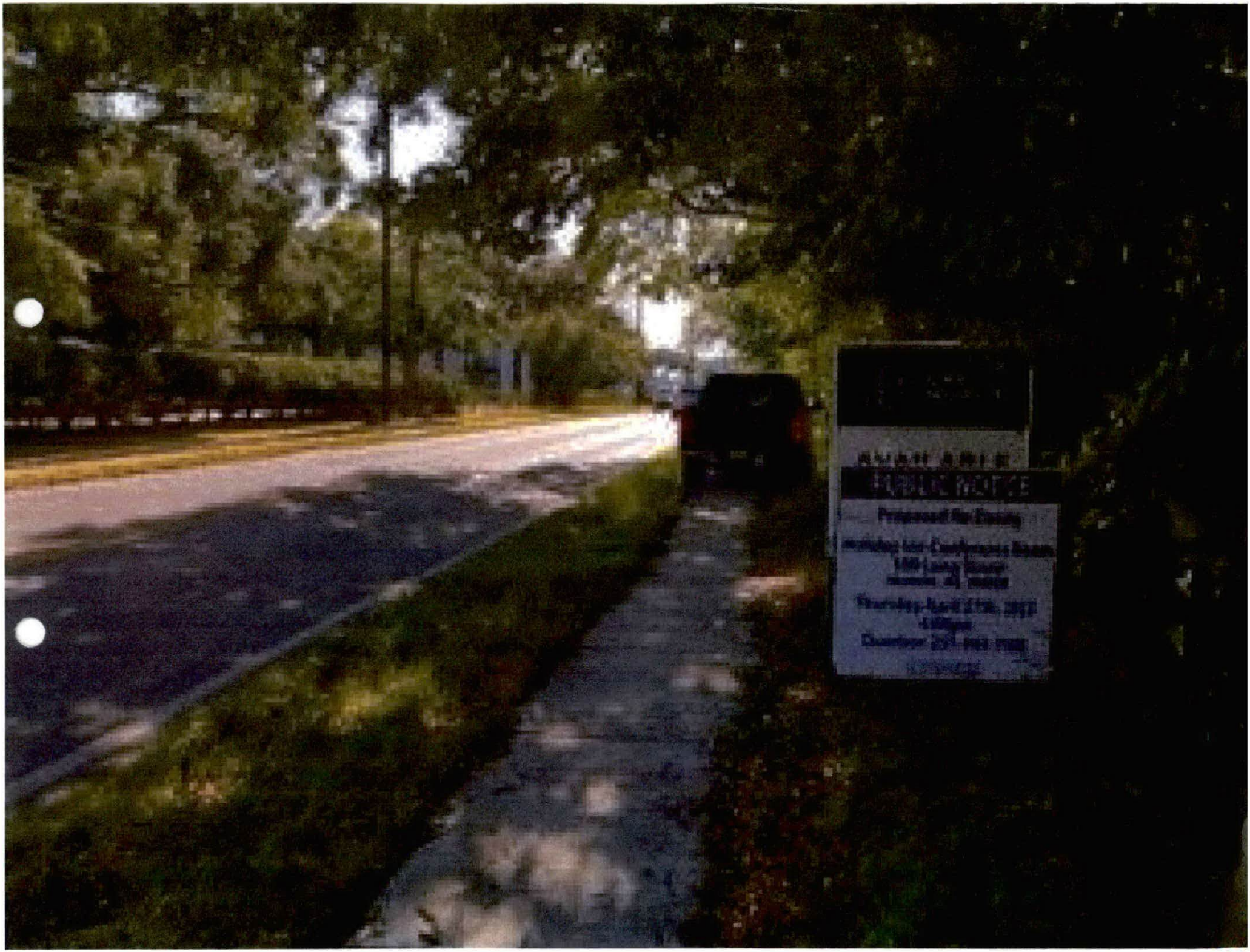
A) Two attendees indicated they would be against the commercial zoning of this lot, regardless of the intended use.
B) Another gentlemen expressed a desire for a landscaped buffer on the north side of the property. The engineers and owner assured him that a vegetative and landscaped buffer would be provided to the maximum extent possible.
C) A concern was a wet pond creating an issue for mosquitos. The design intent is to have a detention pond and not have a permanent pool volume.
D) Traffic congestion on Old Shell Rd was a concern for two of the attendees. This business is relocating from a few parcels west of the current location. The owner has no plans for expansion and will not increase the traffic volume on Old Shell Rd.
E) One of the citizens was concerned about the noise created by animals. Dr. Knizely (owner) indicated there would be no over-night boarding and especially no outdoor boarding. Patients will be walked for a couple of hours throughout the day and limited to one dog at a time or multiple dogs, only if they are from the same household.

F) One of the attendees questioned the need for a veterinarian's office in this location. Dr. Knizely's practice is currently a few parcels away. Moving her practice isn't adding or subtracting an essential business in the neighborhood.
G) One attendee voiced his disapproval of "anything commercial" on the subject parcel.

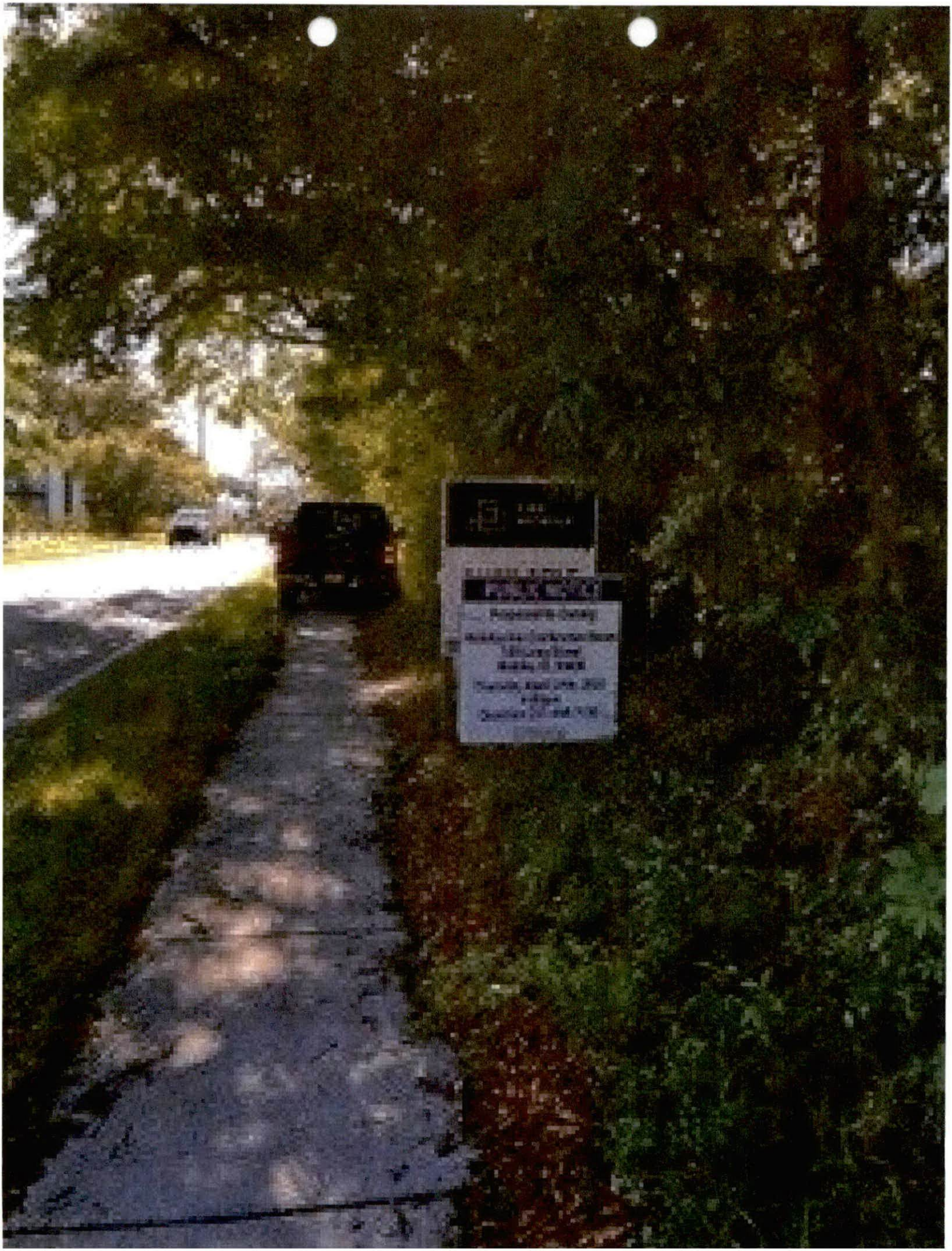


Dr. Jeni Knizley






AVAILABLE



**ANIMAL CARE CLINIC**
**5404 OLD SHELL ROAD**

**NEIGHBORHOOD MEETING**

**LIST OF ATTENDEES**

**THURSDAY, April 27, 2023 AT 4:00 p.m.**

The following persons were in attendance

| | Name/Address | Phone Number<br>Email |
|---|---|---|
| 1. | Burt Arthur<br>9908 Briarwood Dr<br>Daphne, AL 36526 | 256-452-1476<br>Burtarthur@gmail.com |
| 2. | ROBERT CUMMINGS<br>1026 STANTON RD STE B<br>DAPHNE, AL 36526 | 251-444-7150 |
| 3. | JAY BROUGHTON<br>1026 STANTON RD, STE B<br>DAPHNE, AL 36526 | 251 444-7150 |
| 4. | Robert E. Murphy<br>5413 Hilltop Dr. S<br>Mobile, AL 36608 | 251-509-9742 |
| 5. | | |

| | | |
|---|---|---|
| 6. | John Leacy | 5309 Old Shell Rd<br>251-344-4800 |
| 7. | Roy Parker | 5314 OLD SHELL<br>251-408-1228 |
| 8. | Courtney Caddell | 251-391-2609 |
| 9. | Tracy Hewitt | 251-209-3808 |
| 10. | Krisha Howell | 251-599-2717 |
| 11. | Rachel Leard | 251-709-3337 |
| 12. | Jeni Kinzley | 251-605-4287 |

Gail M Leacy
5309 Old Shell Road
Mobile, AL 36608

Monarch Southern Corp Inc
P.O. Box 76
Point Clear, AL 36564

Homer & Ann
P.O. 376
Mobile, AL 36601

Dr. Jeni Knizley
5502 Old Shell Road
Mobile, AL 36608

Miller Cemetery
P.O. Drawer 16227
Mobile, AL 36616

Jay Broughton
1026 Stanton Road Suite B
Daphne, AL 36526

Hillwood Capital Partners LLC
P.O. Box 131346
Birmingham, AL 36608

5414 Old Shell Road LLC
5414 Old Shell Road
Mobile, AL 36608

RHC Holdings
5418 Old Shell Road
Mobile, AL 36608

Daniel W. Parks Jr
4 Cosgrove Drive
Mobile, AL 36608

David F Payne
6 Cosgrove Dr
Mobile, AL 36608

Erin & William Peebles
5425 Hilltop Drive South
Mobile, AL 36608

Douglas & Carla Kennedy
5421 Hilltop Drive South
Mobile, AL 36608

Gail W Walton
5417 Hilltop Drive South
Mobile, AL 36608

Robert & Georgeanna Murphy
5413 Hilltop Drive South
Mobile, AL 36608

William J Susman
213 Kingswood Court
Mobile, Al 36608

Parker Living Trust
5314 Old Shell Road
Mobile, AL 36608

Dorothy Johnson Walters
5312 Old Shell Road
Mobile, AL 36608

Deborah L Beverly
307 Long Court
Mobile, AL 36608

Patrick & Karen Goode
104 Hilltop Drive East
Mobile, AL 36608

John & Diane Lane
3009 Southridge Road East
Mobile, AL 36693

John Baxter
5401 Springhill Woods Drive
Mobile, AL 36608

Joan Parks Leroy
5405 Hilltop Drive South
Mobile, AL 36608

Abigail Grace Leafblad
7941 Fordham Road
Mobile, AL 36619

Dennis V Smith
P,O. 8327
Mobile, AL 36689

Westside Properties
c/o Lowery Rhodes
P O Box 81686
Mobile, AL 36689

Garrett & Rachael Carter
5412 Hilltop Drive South
Mobile, AL 36608

Robert & Rebecca Henrich
154 Ethel Windgate Dr Unit 103
Pensacola, FL 32507

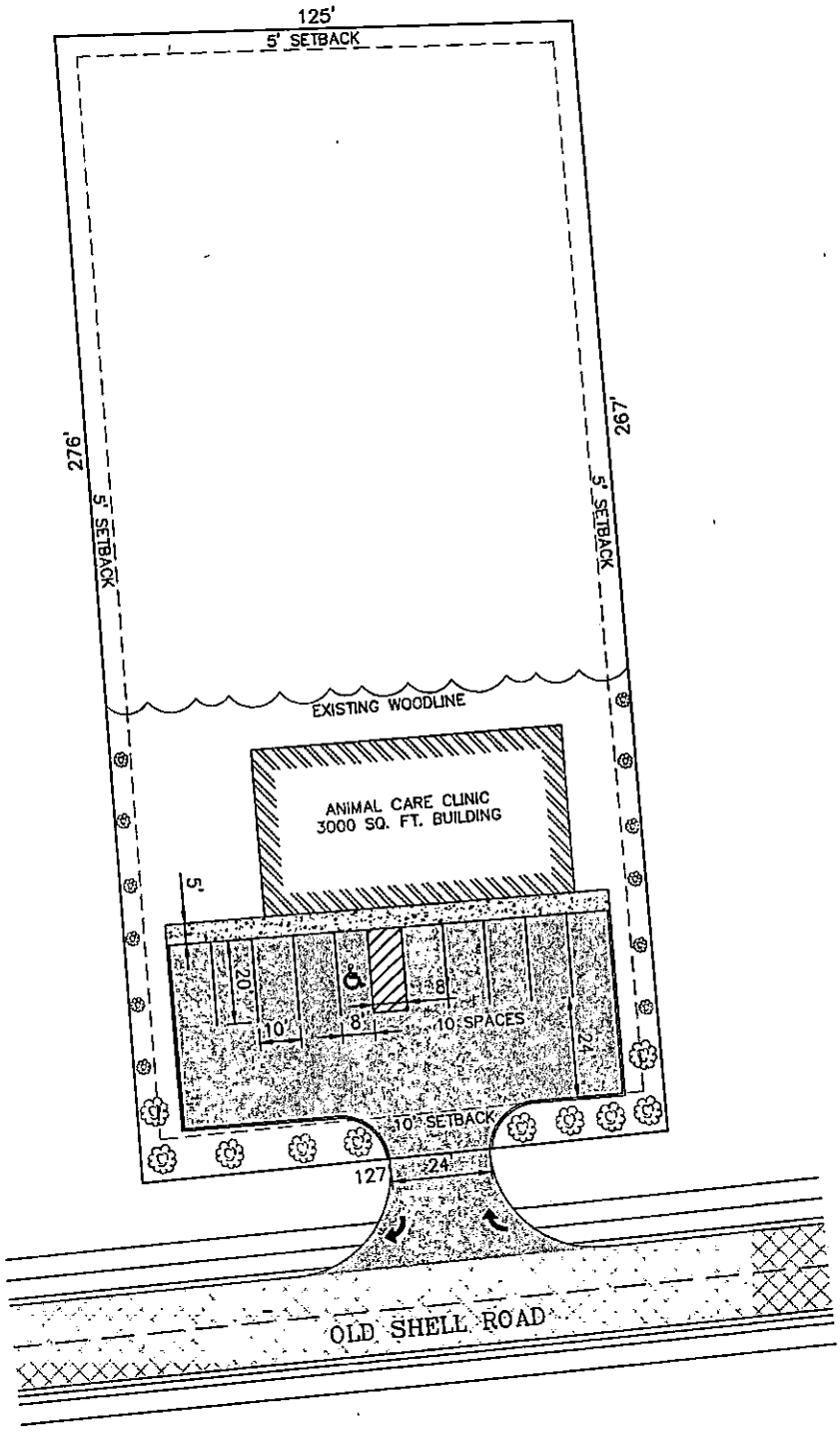
Aint Life Grand LLC
126 McIntosh Bluff Road
Fairhope, AL 36532

Jeffery Lamar Partin
5400 Hilltop Drive South
Mobile, AL 36608

Lynn Reed Dolgos
113 Hilltop Drive East
Mobile, AL 36608

Kingswood RVF Property LLC
c/o Blake Berg
356 Martin Luther King Jr. Blvd Unit B
Savannah, GA 31401

Laura Favre Hicks
5317 Old Shell Road
Mobile, AL 36608




0 30 60

1" = 30'

OVERSTREET & ASSOCIATES
CONSULTING ENGINEERS
1029 STANTON ROAD, SUITE B
DAPHNE, AL 36526
251-626-7150
www.overstreeteng.com

# PRELIMINARY SITE LAYOUT
## OLD SHELL ROAD
## ANIMAL CARE CLINIC

| COUNTY | SCALE | DATE | DRAWN BY | CHECKED BY | SHEET |
|---|---|---|---|---|---|
| MOBILE COUNTY | 1" = 30' | APRIL 2023 | JHP | RAC | SHEET 1 OF 1 |

**MOBILE CITY PLANNING COMMISSION**
**April 27, 2023**
**PUBLIC HEARING NOTICE**

**Re:** **North side of Old Shell Road, 340'± East of Cosgrove Drive**
**ZON-UDC-002494-2023**
Jeni Knizley, Animal Care Center
District 7
Rezoning from Single-Family Residential (R-1) to Buffer Business (B-1).

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, May 18, 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 Single-Family Residential (R-1) to Buffer Business (B-1), 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, May 17, 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**
**April 27, 2023**
**PUBLIC HEARING NOTICE**

**Re:** **North side of Old Shell Road, 340'± East of Cosgrove Drive**
**ZON-UDC-002494-2023**
Jeni Knizley, Animal Care Center
District 7
Rezoning from Single-Family Residential (R-1) to Buffer Business (B-1).

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, May 18, 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 Single-Family Residential (R-1) to Buffer Business (B-1), 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, May 17, 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.

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.

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**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:** | Dr. Jeni Knizley | Jay Broughton |
| **Firm:** | Animal Care Center | Overstreet & Associates, PLLC |
| **Phone:** | 251-342-6262 | 251-444-7150 |
| **Email:** | spaymobile@gmail.com | jay@overstreeteng.com |
| **Address:** | 5502 Old Shell Road | 1026 Stanton Rd Daphne, AL 36526 |

| | Owner | Design Professional |
|---|---|---|
| Name: | | JAY BROUGHTON |
| Firm: | MONARCH SOUTHERN CORP INC. | OVERSTREET & ASSOCIATES, PLLC |
| Phone: | | 251-444-7150 |
| Email: | | jay@overstreeteng.com |
| Address: | PO BOX 76 Point Clear, AL 36564 | 1026 Stanton Rd Ste B Daphne, AL |

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

5404 Old Shell Road Mobile, AL 36608 — Property Address

34898 sq. ft. — Property Area (acres or square feet)

2805222001005.000/1500824 — Parcel Number(s) or Key Number(s)

R-1 — Present Zoning or Transect District

B-1 — 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.

Authorized Representative — Owner Signature

4/15/2023 — Date

Robert A Cuming — Applicant or Agent Signature (if applicable)

4/17/2023 — 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.

Robert A Cuming — Applicant or Agent Signature

4/17/2023 — 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

---

## A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

Old Shell Road has long been in the process of being front by low-intensity business uses but commercial uses nonetheless. old Shell Road is listed as a "corridor" wherein such a B-1 use as this could serve as the neighborhood destination for animal care while noting that an animal care office is a low density use of said land. This type of low intensity use is congruent with the desired low-intensity frontage uses envisioned for the old Shell Road corridor.

R-1
Future Land Use Map (FLUM) Designation

B-1
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.

The creation of a veterinarian's office here will increase competition in that market in the Springhill and in the USA area in turn driving down the service costs for same which in turn improves the welfare and quality of life for the area and footprint residents. The actual services themselves that the animal care center provides will help, assist and promote the long running spay and neuter Mobile campaign which drives down the feral and stray animal population in Mobile and in the Springhill area.

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

The frontage lots on Old Shell road continue to develop as commercial lots of neighborhood business built and intended to serve the very neighborhoods that abut them. This development will continue to fit this changing trend as the trend in this area has been away from sleepy residential to neighborhood business for quite some time now.

**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.

Given the very established nature of SpringHill, there is virtually no new master planned residential being developed in the area. This leaves infill commercial to be the development of choice in this area. Mostly this has popped up around the USA area and this site only just a little east of USA. The infill developed in the area has been neighborhood commercial and this proposed commercial development would fit that historical and generational trend of neighborhood commercial infill development.

2. Describe the surrounding land uses.

The property is bounded by R-1 on the north, west and east sides; to the South there exists R-3. Just 4 parcels to the west there is B-2 and we are requesting B-1 here and only 2 parcels over to the west is existing B-1. This zoning would be in keeping with the idea of stepping down from higher commercial zones to lower intensity commercial zones and thence to residential via neighborhood commercial. Note that the R-3 to the South is a business.

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

Potentially there could be noise pollution from talkative dogs though we are proposing to mitigate this by pursuing indoor kennel runs so any barking dogs would be inside not outside. Light pollution could potentially be a problem but we plan to mitigate that by proposing downcast light, possibly amber instead of white lighting and the use of bollard lighting instead of light standards.

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

There is more than adequate water, sewer and natural gas capacity to accommodate this proposed developed. The very low amount of trips will not materially affect the traffic volume on Old Shell Road.

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 is a professional services development. Mobile has been approxiamately 186,000 and this is a decrease from 2000 of >5% and down from a high of ~200,000 in 1980 and has been decreasing ever since. Mobile should be encouraging and making it easier for any kind of development to occur to stop the population hemorrhage and make the quality of life more palatable for its residents including anything it can to retain commercial development and keep yet another professional services business from moving to Baldwin County

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

N/A

City of Mobile · Planning & Zoning

# Plan Submission Contact Information

Name of Project: Animal Care Center

Address: 5404 Old Shell Road Mobile, AL 36608

Owner: Monarch Southern Corp

Address: P.O. Box 76 Point Clear, AL Zip Code: 36564

Phone: _____ Fax: _____ Email: _____

Authorized Agent: Overstreet & Associates, PLLC

Address: 1026 Stanton Road Suite B Daphne, AL Zip Code: 36526

Phone: 251.444.7150 Fax: _____ Email: jay@overstreeteng.com

Contractor: TBD

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: Overstreet & Associates, PLLC

Address: 1026 Stanton Road Suite B Daphne, AL Zip Code: _____

Phone: 251.444.7150 Fax: _____ Email: jay@overstreeteng.com

Architect: TBD

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Robert A Cummings

Signature

ROBERT A CUMMINGS

Print

4/11/2023

Date

PROJECT ENGINEER

Affiliation to project/Organization

## CONTACT INFORMATION and SIGNATURES – for online applications

**APPLICANT(S)**

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

Authorized Representative Date: 4/15/2023

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

| | |
|---|---|
| Type name: JAY BROUGHTON | |
| Business Name: OVERSTREET & ASSOCIATES, PLLC | |
| Address: 1026 STANTON ROAD SUITE B | |
| | |
| City, State, Zip Code: DAPHNE, AL 36526 | |
| Telephone: 251.444.7150 | Email: jav@overstreetena.com |

**PROPERTY OWNER(S)**

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

Authorized Representative Date: 4/15/2023

| | |
|---|---|
| Type name: | |
| Business Name: MONARCH SOUTHERN CORP. INC. | |
| Address: P.O. BOX 76 | |
| | |
| City, State, Zip Code: POINT CLEAR, AL 36564 | |
| Telephone: | 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: Authorized Representative Date: 4/15/2023

Type name: Joseph L. Lilley, Jr. Authorized Representative

Use additional pages / copies of this form as needed.

STATE OF ALABAMA : 486260

COUNTY OF MOBILE :

KNOW ALL MEN BY THESE PRESENTS, that BADIA JACOBS, a single woman, hereinafter called the Grantor, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable considerations, the receipt of which is hereby acknowledged to have been paid to the Grantor by MONARCH SOUTHERN CORPORATION, INC., hereinafter called the Grantee, does, subject to the matters hereinafter set out, if any, hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, its successors and assigns, that certain real property in the County of Mobile, State of Alabama, more particularly described as follows, to-wit:

Beginning 525 feet West of the Northeast corner of Northwest quarter of Section 22, Township 4 South, Range 2 West, run South 283 feet, then Northeast 127 feet, then North 267 feet, then West 125 feet to beginning.

This conveyance is made subject to restrictive covenants and easements applicable to said property of record in the Probate Court of Mobile County, Alabama.

TOGETHER WITH ALL AND SINGULAR, the rights, members, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

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

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal this 7th day of March, 1977.

Badia Jacobs (SEAL)
BADIA JACOBS

STATE OF ALABAMA :

COUNTY OF MOBILE :

I, the undersigned Notary Public in and for said county in said state, do hereby certify that BADIA JACOBS, a single

REAL PROP 1683 PAGE 0312

woman, 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 said conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand, this 7th day of March, 1977.

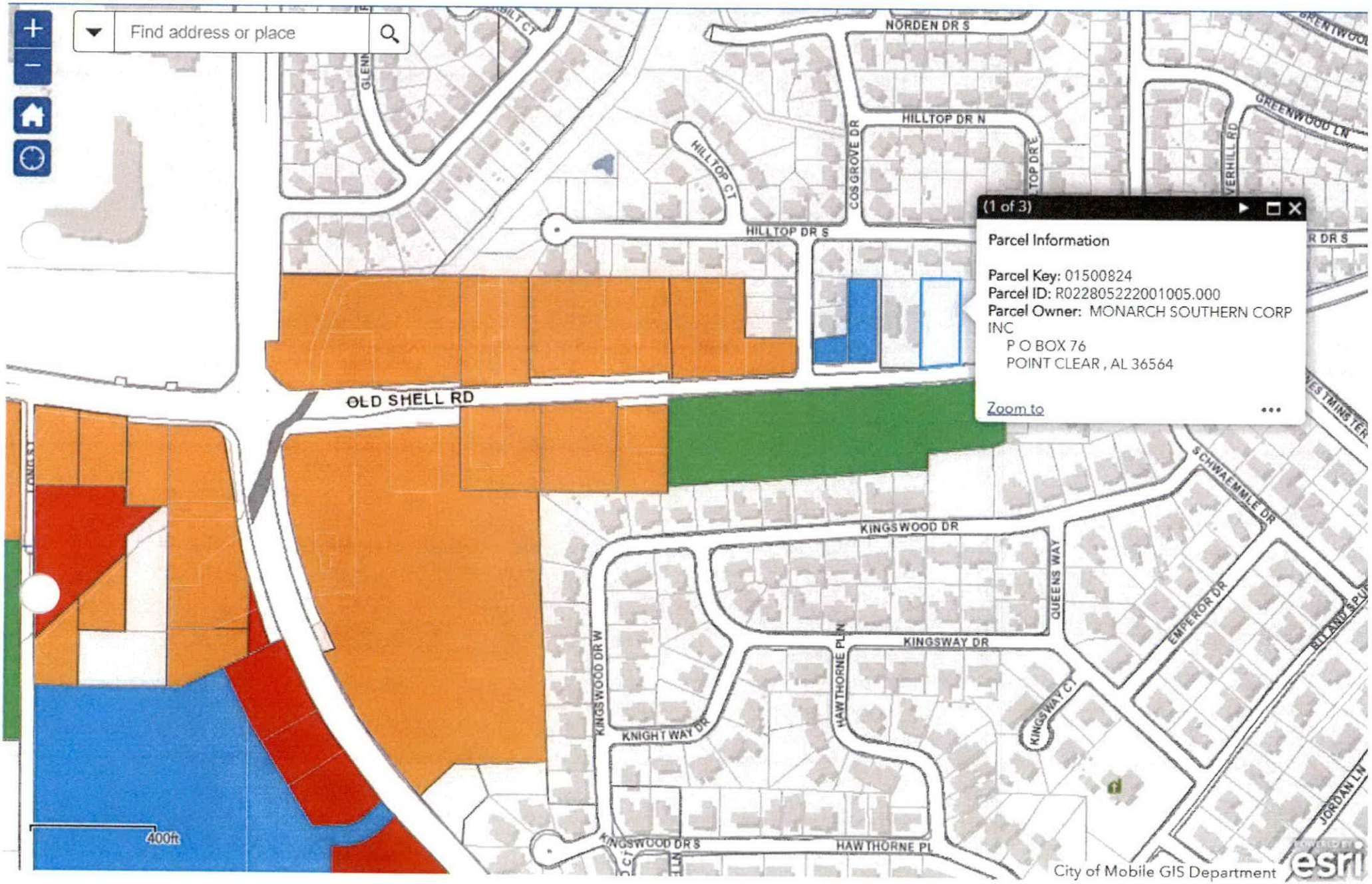
Anita G. McGee
Notary Public, Mobile County, Alabama

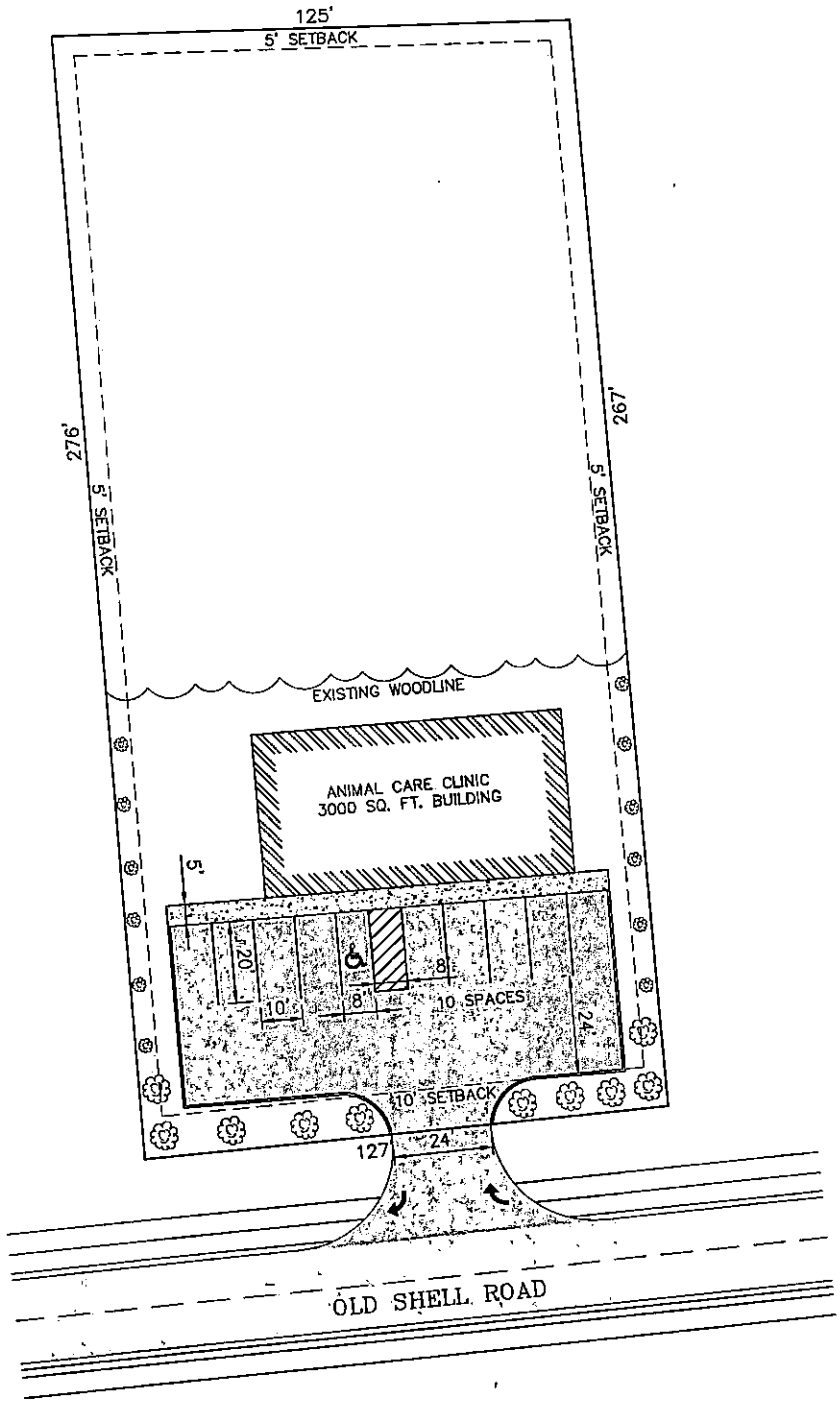
This instrument prepared by:

SAM M. JOHNSTON, JR.
Attorney at Law
810 Van Antwerp Bldg.
Mobile, Alabama 36602

REAL PROP 1683 PAGE 0313

RECORDING FEE
STATE OF ALA. MOBILE CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON
MAR 7 12 25 PM '77
RECORDED IN REAL PROPERTY BOOK
AND WAS RECORDED ON PAGE
INDEX OF THIS INSTRUMENT
JUDGE OF PROBATE


Planning and Zoning
City of Mobile
Find address or place
NORDEN DR S
HILLTOP DR N
HILLTOP CT
HILLTOP DR S
COSGROVE DR
VERHILL RD
GREENWOOD LN
(1 of 3)
Parcel Information
Parcel Key: 01500824
Parcel ID: R022805222001005.000
Parcel Owner: MONARCH SOUTHERN CORP INC
P O BOX 76
POINT CLEAR , AL 36564
Zoom to
OLD SHELL RD
KINGSWOOD DR
KINGSWOOD DR W
KNIGHT WAY DR
HAWTHORNE PLN
QUEENS WAY
KINGSWAY DR
KINGSWAY CT
EMPEROR DR
SCHWAEMMLE DR
KINGSWOOD DR S
HAWTHORNE PL
JORDAN LN
400ft
City of Mobile GIS Department
esri




0 30 60

1" = 30'

OVERSTREET & ASSOCIATES
CONSULTING ENGINEERS
1026 STANTON ROAD, SUITE B
DAPHNE, AL 36526
251-444-7150
www.overstreeteng.com

# PRELIMINARY SITE LAYOUT
## OLD SHELL ROAD
## ANIMAL CARE CLINIC

| COUNTY | SCALE | DATE | DRAWN BY | CHECKED BY | SHEET |
|---|---|---|---|---|---|
| MOBILE COUNTY | 1" = 30' | APRIL 2023 | JHP | RAC | SHEET 1 OF 1 |

Hillwood Capital Partners LLC
P.O. Box 131346
Birmingham, AL 36608

William J Susman
213 Kingswood Court
Mobile, Al 36608

Dennis V Smith
P.O. 8327
Mobile, AL 36689

5414 Old Shell Road LLC
5414 Old Shell Road
Mobile, AL 36608

Parker Living Trust
5314 Old Shell Road
Mobile, AL 36608

Westside Properties
c/o Lowery Rhodes
P O Box 81686
Mobile, AL 36689

RHC Holdings
5418 Old Shell Road
Mobile, AL 36608

Dorothy Johnson Walters
5312 Old Shell Road
Mobile, AL 36608

Garrett & Rachael Carter
5412 Hilltop Drive South
Mobile, AL 36608

Daniel W. Parks Jr
4 Cosgrove Drive
Mobile, AL 36608

Deborah L Beverly
307 Long Court
Mobile, AL 36608

Robert & Rebecca Henrich
154 Ethel Windgate Dr Unit 103
Pensacola, FL 32507

David F Payne
6 Cosgrove Dr
Mobile, AL 36608

Patrick & Karen Goode
104 Hilltop Drive East
Mobile, AL 36608

Aint Life Grand LLC
126 McIntosh Bluff Road
Fairhope, AL 36532

Erin & William Peebles
5425 Hilltop Drive South
Mobile, AL 36608

John & Diane Lane
3009 Southridge Road East
Mobile, AL 36693

Jeffery Lamar Partin
5400 Hilltop Drive South
Mobile, AL 36608

Douglas & Carla Kennedy
5421 Hilltop Drive South
Mobile, AL 36608

John Baxter
5401 Springhill Woods Drive
Mobile, AL 36608

Lynn Reed Dolgos
113 Hilltop Drive East
Mobile, AL 36608

Gail W Walton
5417 Hilltop Drive South
Mobile, AL 36608

Joan Parks Leroy
5405 Hilltop Drive South
Mobile, AL 36608

Kingswood RVF Property LLC
c/o Blake Berg
356 Martin Luther King Jr. Blvd Unit B
Savannah, GA 31401

Robert & Georgeanna Murphy
5413 Hilltop Drive South
Mobile, AL 36608

Abigail Grace Leafblad
7941 Fordham Road
Mobile, AL 36619

Laura Favre Hicks
5317 Old Shell Road
Mobile, AL 36608

Gail M Leacy
5309 Old Shell Road
Mobile, AL 36608

Monarch Southern Corp Inc
P.O. Box 76
Point Clear, AL 36564

Homer & Ann
P.O. 376
Mobile, AL 36601

Dr. Jeni Knizley
5502 Old Shell Road
Mobile, AL 36608

Miller Cemetery
P.O. Drawer 16227
Mobile, AL 36616

Jay Broughton
1026 Stanton Road Suite B
Daphne, AL 36526

# Agenda Item #:
ZON-UDC-002494-2023

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

**Applicant Materials for Consideration**

## DETAILS

**Location:**
North side of Old Shell Road, 340'± East of Cosgrove Drive

**Subdivision Name (as applicable):**
Not Applicable

**Applicant / Agent (as applicable):**
Jeni Knizley, Animal Care Center

**Property Owner:**
Monarch Southern Corp. Inc.

**Current Zoning:**
R-1, Single-Family Residential Suburban

**Proposed Zoning (as applicable):**
B-1, Buffer Business District Suburban

**Future Land Use:**
Low Density Residential

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

**Schedule for Development (as applicable):**
Not provided

**Proposal:**
The following is a summary of the proposal:
- Rezoning from R-1 to B-1
- **Rezoning 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. Rezoning with two (2) conditions.

**Report Contents:** **Page**

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

# PLANNING COMMISSION
## VICINITY MAP - EXISTING AERIAL




The site is surrounded by residential units. Commercial units lie west of the site.

APPLICATION NUMBER 2 DATE May 18, 2023

APPLICANT Jeni Knizley, Animal Care Center

REQUEST Rezoning from R-1 to B-1

N

NTS

## SITE HISTORY

The site had a one (1)-lot Subdivision and Rezoning application to rezone the site to T-B, Traditional Business District in 2013. Both applications were withdrawn by the applicant.

## STAFF COMMENTS

### Engineering Comments:

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

### Traffic Engineering Comments:

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:

The applicant is requesting to rezone the subject site from R-1, Single-Family Residential Suburban District to B-1, Buffer Business Suburban District to allow construction of a veterinarian office. The applicant states that changing conditions in the area make the site desirable to be developed commercially, rather than residentially.

The subject site is a metes-and-bounds parcel. A pre-application meeting was had with Planning staff and the applicant's design professionals, in which they were advised of the need to submit a Subdivision application for the site as well. Therefore, it should be noted that a Subdivision application will need to be approved, and the plat subsequently recorded in Probate Court, prior to the issuance of building permits for any future use, regardless of if the rezoning is approved or not.

The subject site is abutted on the North, East, and West, by R-1 property, and to the South (across Old Shell Road) by R-3.

The property abutting the site to the West (5414 Old Shell Road) was granted a Use Variance in 1971 to allow the R-1 property to be developed as apartments. The property abutting the site to the East (5400 Old Shell Road), had a rezoning application (R-1 to B-2) considered by the Planning Commission at its September 18, 2008 meeting, which was denied due to the following reasons:

1) At 0.6 acres, the site falls well below the recommended two (2) acre minimum size for the creation of a new freestanding B-2 district;
2) Rezoning of the site could be considered spot zoning and an inappropriate encroachment into a residential area;
3) The justification for rezoning submitted does not correspond with the four reasons specified in Section 64-9 of the Zoning Ordinance; and
4) The site is depicted as residential on the General Land Use Map of the Comprehensive Plan.

While there are several commercial developments along this portion of Old Shell Road, there have been no rezonings or use variances granted recently that indicate a change in conditions which make the proposed rezoning desirable.

The applicant is requesting B-1 for the proposed animal services use. This zoning classification only allows indoor facilities; provision of outdoor facilities would additionally require a Special Exception request.

While zoning consideration is not site plan specific, the provided site plan does not depict required protection buffers where the site abuts adjacent R-1 properties, does not depict the correct front setback, and does not indicate if a dumpster will be placed on the site. If the rezoning is approved, development of the site must comply with the requirements of the UDC.

## REZONING CONSIDERATIONS

### Standards of Review:

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

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

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

- 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; 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.

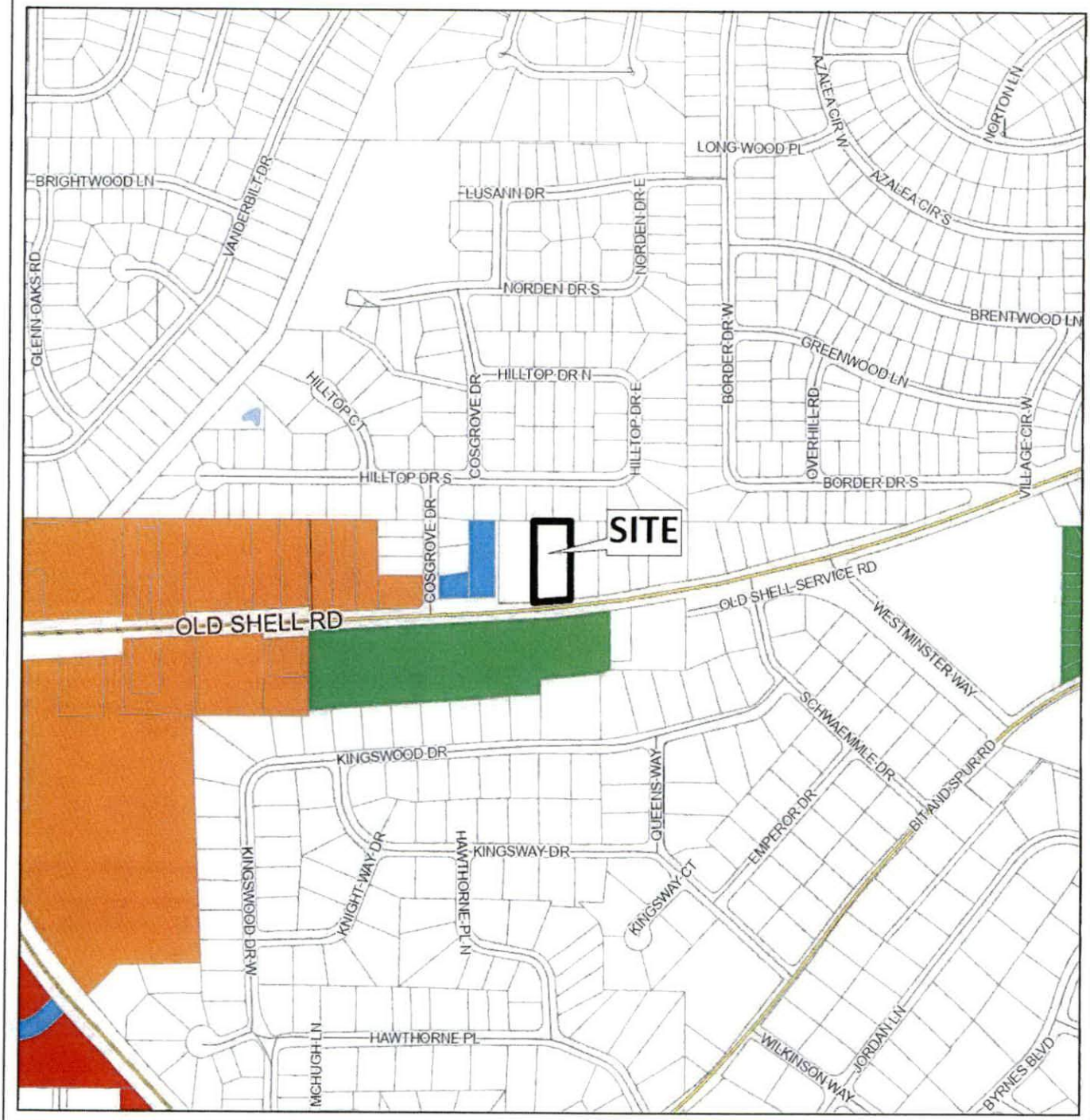
The "Applicant Materials for Consideration" link at the beginning of the staff report will take you to the documents submitted to address the UDC requirements.

### Considerations:

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

1. Completion of the Subdivision process; and,
2. Full compliance with all municipal codes and ordinances.

# LOCATOR ZONING MAP




APPLICATION NUMBER 2 DATE May 18, 2023

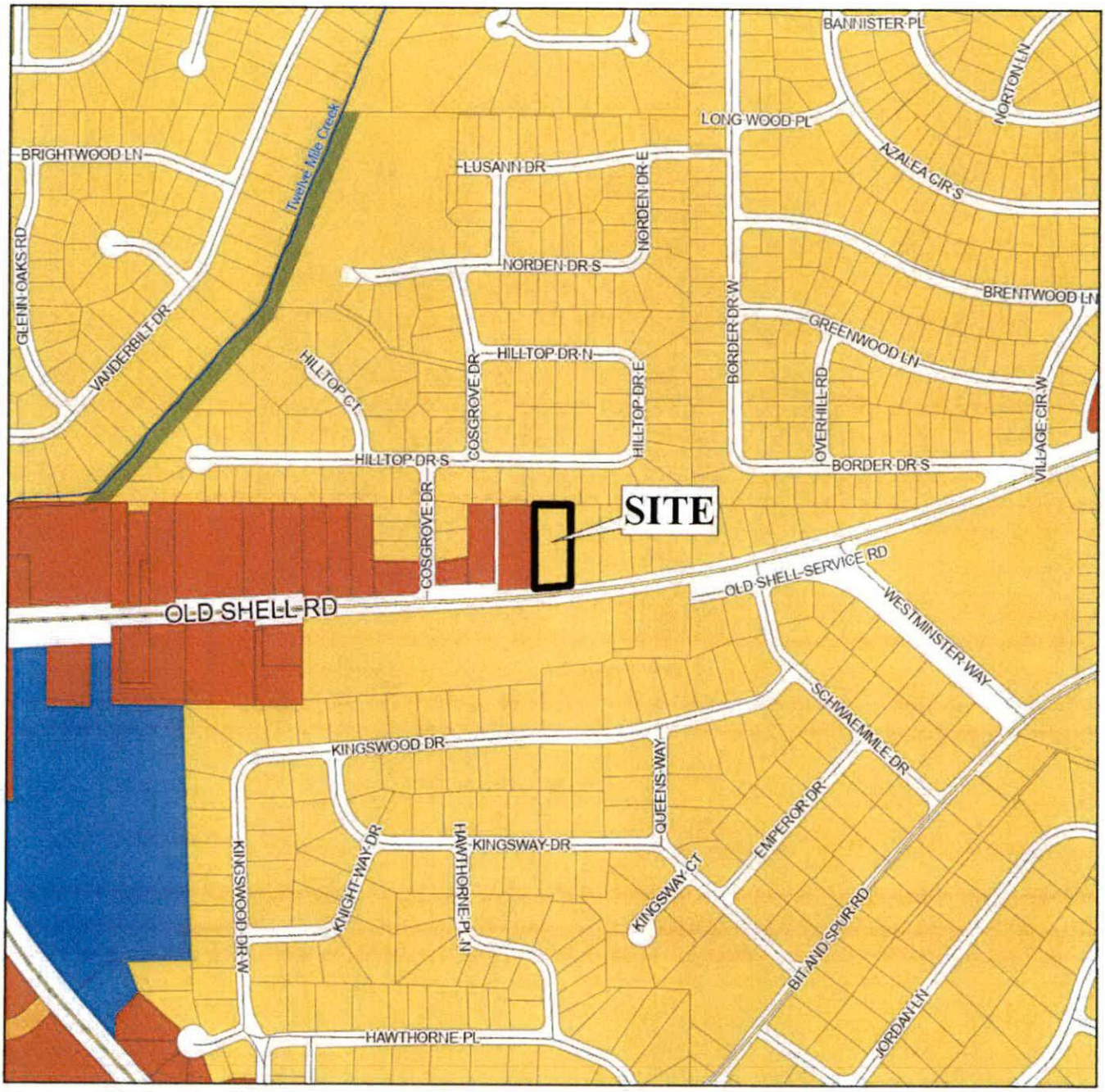
APPLICANT Jeni Knizley, Animal Care Center

REQUEST Rezoning from R-1 to B-1

N

NTS

# FLUM LOCATOR MAP




APPLICATION NUMBER 2 DATE May 18, 2023

APPLICANT Jeni Knizley, Animal Care Center

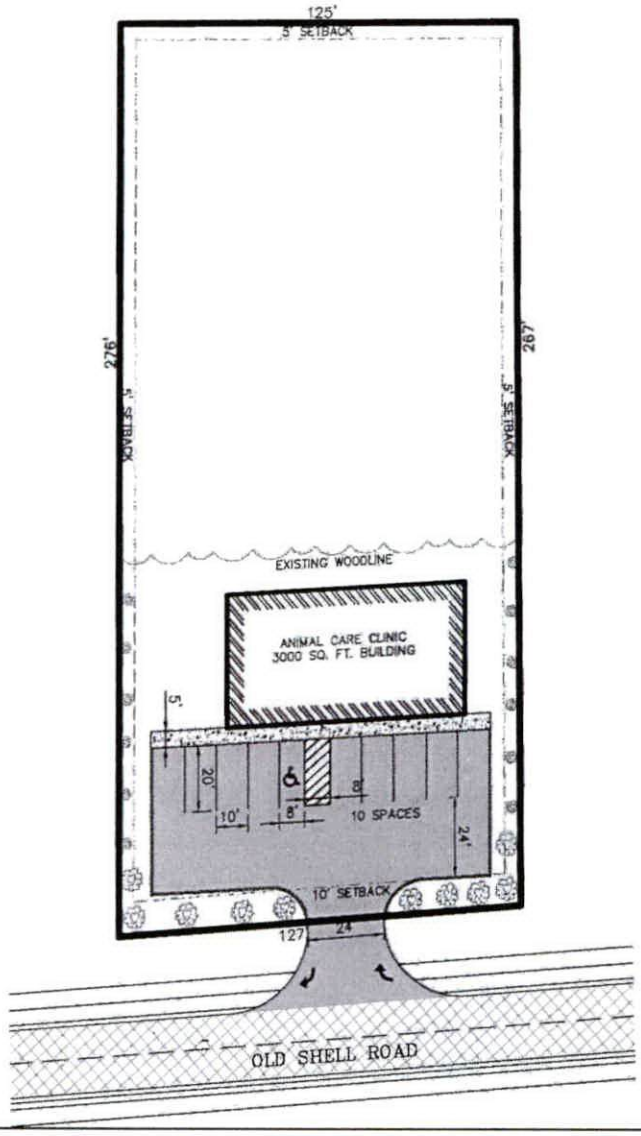
REQUEST Rezoning from R-1 to B-1

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

N

NTS

# SITE PLAN




The site plan illustrates the proposed building, parking, and setbacks.

| | |
|---|---|
| APPLICATION NUMBER 2 DATE May 18, 2023<br>APPLICANT Jeni Knizley, Animal Care Center<br>REQUEST Rezoning from R-1 to B-1 | N<br>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)

# Residential Land Use

## LOW DENSITY RESIDENTIAL (LDR)

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

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

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

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

**Sponsored by:**

Councilmember C. J. Small

**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 | 7/27/2023 |

**REVIEWERS:**

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Gauthier, Lana | Approved | 7/27/2023 - 3:13 PM |

# 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
2970 McVay Drive North and 3030 McVay Drive North

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 29th day of August, 2023, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a Planned Unit Development located at 2970 McVay Drive North and 3030 McVay Drive North.

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 modifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development (PUD) was approved on January 9, 2020 to allow multiple buildings on a single building site along with shared access between building sites on property located at 2970 McVay Drive North and 3030 McVay Drive North and described as follows:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, GRADY AUTOMOTIVE SUBDIVISION AS RECORDED IN MAP BOOK 123 PAGE 15, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTHWARDLY ALONG THE EAST LINE OF MCVAY DRIVE AND ALONG THE ARC OF A 2873.05 FOOT RADIUS CURVE TO THE RIGHT 359.01 FEET (CHORD BEARS SOUTH 22°-07'-29" EAST 358.78 FEET) TO THE P.T. THEREOF; THENCE SOUTH 18°-30'-18" EAST AND CONTINUING ALONG THE EAST LINE OF MCVAY DRIVE 303.84 FEET; THENCE NORTH 71°-25'-25" EAST 0.40 FEET; THENCE SOUTH 18°-35'-31" EAST 24.37 FEET; THENCE NORTH 71°-29'-42" EAST 38.55 FEET; THENCE NORTH 18°-30'-18" WEST 101.83 FEET; THENCE NORTH 71°-30'-37" EAST 629.88 FEET; THENCE SOUTH 06°-21'-56" EAST 599.19 FEET TO THE P.C. OF A 7.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 8.01 FEET TO THE P.T. THEREOF; THENCE SOUTH 54°-51'-39" WEST 28.33 FEET TO THE P.C. OF A 60.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY, SOUTHWARDLY, AND SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE 144.07 FEET TO THE P.T. THEREOF (CHORD BEARS SOUTH 13°-55'-40" EAST 111.87 FEET); THENCE SOUTH 82°-42'-58" EAST 47.85 FEET TO A POINT ON THE SOUTH LINE OF LOT 1, MCGOWIN NORTH SUBDIVISION, UNIT THREE AS RECORDED IN INSTRUMENT NO. 2019033376, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 51°-08'-43" EAST 52.97 FEET TO THE SOUTHEAST CORNER OF LOT 1; THENCE NORTH 06°-21'-56" WEST ALONG THE EAST LINE OF LOT 1 A DISTANCE OF 651.66 FEET; THENCE NORTH 06°-18'-08" WEST 354.88 FEET TO A CORNER OF LOT 2, GRADY AUTOMOTIVE

SUBDIVISION; THENCE SOUTH 85°-30'-13" WEST 152.27 FEET; THENCE NORTH 11°-28'-22" WEST 370.52 FEET TO A CORNER OF LOT 2 ON THE WEST LINE OF MCMAE DRIVE; THENCE NORTHWARDLY ALONG SAID WEST LINE AND ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT 45.19 FEET TO THE P.T. THEREOF; THENCE NORTH 04°-33'-58" WEST ALONG THE WEST LINE OF MCMAE DRIVE 102.75 FEET TO THE P.C. OF A 99.24 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWARDLY ALONG THE ARC OF SAID CURVE 51.98 FEET TO THE P.T. THEREOF; THENCE NORTH 34°-34'-26" WEST 9.60 FEET TO THE NORTHEAST CORNER OF LOT 2, GRADY AUTOMOTIVE SUBDIVISION; THENCE WESTWARDLY ALONG THE NORTH LINE OF LOT 2 AS FOLLOWS: THENCE SOUTH 66°-49'-45" WEST 331.14 FEET; THENCE SOUTH 06°-35'-40" EAST 200.79 FEET; THENCE SOUTH 83°-22'-54" WEST 79.96 FEET; THENCE SOUTH 54°-47'-20" WEST 304.75 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on May 12, 2023 to shift the lot line and reconfigure parking.

WHEREAS, the Planning Commission held a public hearing on the requested modification on June 15, 2023 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements;
2. Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
3. Retention of the right-of-way widths of McVay Drive North and McMae Drive as depicted on the site plan;
4. Retention of the 25-foot minimum building setback line along McVay Drive North;
5. Revision of the site plan to label the 25-foot minimum building setback line along McMae Drive;
6. Revision of the site plan to label the 10-foot slope easement along McMae Drive;
7. Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
8. Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD;
9. Compliance with all Engineering comments noted in this staff report;
10. Compliance with all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report;
12. Compliance with all Fire Department comments noted in this staff report;
13. Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and,
14. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

Is consistent with all applicable requirements of Chapter 64;
Is compatible with the character of the surrounding neighborhood;
Will not impede the orderly development and improvement of surrounding property;

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:

Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;

Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;

Will not be detrimental or endanger the public health, safety or general welfare; and

That the proposed modification is in the City's and the larger community's best interests.

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

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

1. Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements;
2. Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
3. Retention of the right-of-way widths of McVay Drive North and McMae Drive as depicted on the site plan;
4. Retention of the 25-foot minimum building setback line along McVay Drive North;
5. Revision of the site plan to label the 25-foot minimum building setback line along McMae Drive;
6. Revision of the site plan to label the 10-foot slope easement along McMae Drive;
7. Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
8. Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD;
9. Compliance with all Engineering comments noted in this staff report;
10. Compliance with all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report;
12. Compliance with all Fire Department comments noted in this staff report;
13. Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and,
14. 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 29th day of August, 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 9th 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 2970 McVay Drive North and 3030 McVay Drive North.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on January 9, 2020. The owner of said property has applied for a modification of the PUD to shift the lot line and reconfigure parking. If approved, the modification will shift the lot line and reconfigure parking subject to the following proposed conditions 1) Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements; 2) Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information; 3) Retention of the right-of-way widths of McVay Drive North and McMae Drive as depicted on the site plan; 4) Retention of the 25-foot minimum building setback line along McVay Drive North; 5) Revision of the site plan to label the 25-foot minimum building setback line along McMae Drive; 6) Revision of the site plan to label the 10-foot slope easement along McMae Drive; 7) Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder; 8) Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD; 9) Compliance with all Engineering comments noted in this staff report; 10) Compliance with all Traffic Engineering comments noted in this staff report; 11) Compliance with all Urban Forestry comments noted in this staff report; 12) Compliance with all Fire Department comments noted in this staff report; 13) Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and, 14) 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 9, 2020 to allow multiple buildings on a single building site along with shared access between building sites on property located at 2970 McVay Drive North and 3030 McVay Drive North and described as follows:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, GRADY AUTOMOTIVE SUBDIVISION AS RECORDED IN MAP BOOK 123 PAGE 15, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTHWARDLY ALONG THE EAST LINE OF MCVAY DRIVE AND ALONG THE ARC OF A 2873.05 FOOT RADIUS CURVE TO THE RIGHT 359.01 FEET (CHORD BEARS SOUTH 22°-07'-29" EAST 358.78 FEET) TO THE P.T. THEREOF; THENCE SOUTH 18°-30'-18" EAST AND CONTINUING ALONG THE EAST LINE OF MCVAY DRIVE 303.84 FEET; THENCE NORTH 71°-25'-25" EAST 0.40 FEET; THENCE SOUTH 18°-35'-31" EAST 24.37 FEET; THENCE NORTH 71°-29'-42" EAST 38.55 FEET; THENCE NORTH 18°-30'-18" WEST 101.83 FEET; THENCE NORTH 71°-30'-37" EAST 629.88 FEET; THENCE SOUTH 06°-21'-56" EAST 599.19 FEET TO THE P.C. OF A 7.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 8.01 FEET TO THE P.T. THEREOF; THENCE SOUTH 54°-51'-39" WEST 28.33 FEET TO THE P.C. OF A 60.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY, SOUTHWARDLY, AND SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE 144.07 FEET TO THE P.T. THEREOF (CHORD BEARS SOUTH 13°-55'-40" EAST 111.87 FEET); THENCE SOUTH 82°-42'-58" EAST 47.85 FEET TO A POINT ON THE SOUTH LINE OF LOT 1, MCGOWIN NORTH SUBDIVISION, UNIT THREE AS RECORDED IN INSTRUMENT NO. 2019033376, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 51°-08'-43" EAST 52.97 FEET TO THE SOUTHEAST CORNER OF LOT 1; THENCE NORTH 06°-21'-56" WEST ALONG THE EAST LINE OF LOT 1 A DISTANCE OF 651.66 FEET; THENCE NORTH 06°-18'-08" WEST 354.88 FEET TO A CORNER OF LOT 2, GRADY AUTOMOTIVE SUBDIVISION; THENCE SOUTH 85°-30'-13" WEST 152.27 FEET; THENCE NORTH 11°-28'-22" WEST 370.52 FEET TO A CORNER OF LOT 2 ON THE WEST LINE OF MCMAE DRIVE; THENCE NORTHWARDLY ALONG SAID WEST LINE AND ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT 45.19 FEET TO THE P.T. THEREOF; THENCE NORTH 04°-33'-58" WEST ALONG THE WEST LINE OF MCMAE DRIVE 102.75 FEET TO THE P.C. OF A 99.24 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWARDLY ALONG THE ARC OF SAID CURVE 51.98 FEET TO THE P.T. THEREOF; THENCE NORTH 34°-34'-26" WEST 9.60 FEET TO

THE NORTHEAST CORNER OF LOT 2, GRADY AUTOMOTIVE SUBDIVISION; THENCE WESTWARDLY ALONG THE NORTH LINE OF LOT 2 AS FOLLOWS: THENCE SOUTH 66°-49'-45" WEST 331.14 FEET; THENCE SOUTH 06°-35'-40" EAST 200.79 FEET; THENCE SOUTH 83°-22'-54" WEST 79.96 FEET; THENCE SOUTH 54°-47'-20" WEST 304.75 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on May 12, 2023 to shift the lot line and reconfigure parking.

WHEREAS, the Planning Commission held a public hearing on the requested modification on June 15, 2023 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements;
2. Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
3. Retention of the right-of-way widths of McVay Drive North and McMae Drive as depicted on the site plan;
4. Retention of the 25-foot minimum building setback line along McVay Drive North;
5. Revision of the site plan to label the 25-foot minimum building setback line along McMae Drive;
6. Revision of the site plan to label the 10-foot slope easement along McMae Drive;
7. Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
8. Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD;
9. Compliance with all Engineering comments noted in this staff report;
10. Compliance with all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report;
12. Compliance with all Fire Department comments noted in this staff report;
13. Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and,
14. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of Chapter 64;
B. Is compatible with the character of the surrounding neighborhood;

C. Will not impede the orderly development and improvement of surrounding property;
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. Will not be detrimental or endanger the public health, safety or general welfare; and
H. That the proposed modification is in the City's and the larger community's best interests.

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

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

1. Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements;
2. Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
3. Retention of the right-of-way widths of McVay Drive North and McMae Drive as depicted on the site plan;
4. Retention of the 25-foot minimum building setback line along McVay Drive North;
5. Revision of the site plan to label the 25-foot minimum building setback line along McMae Drive;
6. Revision of the site plan to label the 10-foot slope easement along McMae Drive;
7. Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
8. Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD;
9. Compliance with all Engineering comments noted in this staff report;
10. Compliance with all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report;
12. Compliance with all Fire Department comments noted in this staff report;
13. Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and,
14. 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**

**DAA-McVay Subdivision (Kari Givens, Byrd Surveying/Prescott Bailey, Agent)**
**2970 McVay Drive North and 3030 McVay Drive North**
**Council District 3**
**C.J. Small**

# THE CITY OF MOBILE, ALABAMA

## PLANNING & ZONING DEPARTMENT

## MOBILE CITY PLANNING COMMISSION

July 26, 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 DAA-McVay Subdivision (Kari Givens, Byrd Surveying/Prescott Bailey, Agent), for a Major Modification of a Previously Approved Planned Unit Development (PUD) to shift the lot line and reconfigure parking for the property located at 2970 McVay Drive North and 3030 McVay Drive North.

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

1. Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements;
2. Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
3. Retention of the right-of-way widths of McVay Drive North and McMae Drive as depicted on the site plan;
4. Retention of the 25-foot minimum building setback line along McVay Drive North;
5. Revision of the site plan to label the 25-foot minimum building setback line along McMae Drive;
6. Revision of the site plan to label the 10-foot slope easement along McMae Drive;
7. Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
8. Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD;
9. Compliance with all Engineering comments noted in this staff report;

10. Compliance with all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report;
12. Compliance with all Fire Department comments noted in this staff report;
13. Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and,
14. 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 2970 McVay Drive North and 3030 McVay Drive North.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on January 9, 2020. The owner of said property has applied for a modification of the PUD to shift the lot line and reconfigure parking. If approved, the modification will shift the lot line and reconfigure parking subject to the following proposed conditions 1) Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements; 2) Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information; 3) Retention of the right-of-way widths of McVay Drive North and McMae Drive as depicted on the site plan; 4) Retention of the 25-foot minimum building setback line along McVay Drive North; 5) Revision of the site plan to label the 25-foot minimum building setback line along McMae Drive; 6) Revision of the site plan to label the 10-foot slope easement along McMae Drive; 7) Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder; 8) Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD; 9) Compliance with all Engineering comments noted in this staff report; 10) Compliance with all Traffic Engineering comments noted in this staff report; 11) Compliance with all Urban Forestry comments noted in this staff report; 12) Compliance with all Fire Department comments noted in this staff report; 13) Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and, 14) 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 January 9, 2020 to allow multiple buildings on a single building site along with shared access between building sites on property located at 2970 McVay Drive North and 3030 McVay Drive North and described as follows:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, GRADY AUTOMOTIVE SUBDIVISION AS RECORDED IN MAP BOOK 123 PAGE 15, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTHWARDLY ALONG THE EAST LINE OF MCVAY DRIVE AND ALONG THE ARC OF A 2873.05 FOOT RADIUS CURVE TO THE RIGHT 359.01 FEET (CHORD BEARS SOUTH 22°-07'-29" EAST 358.78 FEET) TO THE P.T. THEREOF; THENCE SOUTH 18°-30'-18" EAST AND CONTINUING ALONG THE EAST LINE OF MCVAY DRIVE 303.84 FEET; THENCE NORTH 71°-25'-25" EAST 0.40 FEET; THENCE SOUTH 18°-35'-31" EAST 24.37 FEET; THENCE NORTH 71°-29'-42" EAST 38.55 FEET; THENCE NORTH 18°-30'-18" WEST 101.83 FEET; THENCE NORTH 71°-30'-37" EAST 629.88 FEET; THENCE SOUTH 06°-21'-56" EAST 599.19 FEET TO THE P.C. OF A 7.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 8.01 FEET TO THE P.T. THEREOF; THENCE SOUTH 54°-51'-39" WEST 28.33 FEET TO THE P.C. OF A 60.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY, SOUTHWARDLY, AND SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE 144.07 FEET TO THE P.T. THEREOF (CHORD BEARS SOUTH 13°-55'-40" EAST 111.87 FEET); THENCE SOUTH 82°-42'-58" EAST 47.85 FEET TO A POINT ON THE SOUTH LINE OF LOT 1, MCGOWIN NORTH SUBDIVISION, UNIT THREE AS RECORDED IN INSTRUMENT NO. 2019033376, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 51°-08'-43" EAST 52.97 FEET TO THE SOUTHEAST CORNER OF LOT 1; THENCE NORTH 06°-21'-56" WEST ALONG THE EAST LINE OF LOT 1 A DISTANCE OF 651.66 FEET; THENCE NORTH 06°-18'-08" WEST 354.88 FEET TO A CORNER OF LOT 2, GRADY AUTOMOTIVE SUBDIVISION; THENCE SOUTH 85°-30'-13" WEST 152.27 FEET; THENCE NORTH 11°-28'-22" WEST 370.52 FEET TO A CORNER OF LOT 2 ON THE WEST LINE OF MCMAE DRIVE; THENCE NORTHWARDLY ALONG SAID WEST LINE AND ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT 45.19 FEET TO THE P.T. THEREOF; THENCE NORTH 04°-33'-58" WEST ALONG THE WEST LINE OF MCMAE DRIVE 102.75 FEET TO THE P.C. OF A 99.24 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWARDLY ALONG THE ARC OF SAID CURVE 51.98 FEET TO THE P.T. THEREOF; THENCE NORTH 34°-34'-26" WEST 9.60 FEET TO THE NORTHEAST CORNER OF LOT 2, GRADY AUTOMOTIVE SUBDIVISION; THENCE WESTWARDLY ALONG THE NORTH LINE OF LOT 2 AS FOLLOWS: THENCE SOUTH 66°-49'-45" WEST 331.14 FEET; THENCE SOUTH 06°-35'-40" EAST 200.79 FEET; THENCE SOUTH 83°-22'-54" WEST 79.96 FEET; THENCE SOUTH 54°-47'-20" WEST 304.75 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on May 12, 2023 to shift the lot line and reconfigure parking.

WHEREAS, the Planning Commission held a public hearing on the requested modification on June 15, 2023 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements;
2. Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
3. Retention of the right-of-way widths of McVay Drive North and McMae Drive as depicted on the site plan;
4. Retention of the 25-foot minimum building setback line along McVay Drive North;
5. Revision of the site plan to label the 25-foot minimum building setback line along McMae Drive;
6. Revision of the site plan to label the 10-foot slope easement along McMae Drive;
7. Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
8. Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD;
9. Compliance with all Engineering comments noted in this staff report;
10. Compliance with all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report;
12. Compliance with all Fire Department comments noted in this staff report;
13. Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and,
14. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of Chapter 64;
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. Will not be detrimental or endanger the public health, safety or general welfare; and
H. That the proposed modification is in the City's and the larger community's best interests.

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

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

1. Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements;
2. Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
3. Retention of the right-of-way widths of McVay Drive North and McMae Drive as depicted on the site plan;
4. Retention of the 25-foot minimum building setback line along McVay Drive North;
5. Revision of the site plan to label the 25-foot minimum building setback line along McMae Drive;
6. Revision of the site plan to label the 10-foot slope easement along McMae Drive;
7. Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
8. Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD;
9. Compliance with all Engineering comments noted in this staff report;
10. Compliance with all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report;
12. Compliance with all Fire Department comments noted in this staff report;
13. Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and,
14. 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**

**DAA-McVay Subdivision (Kari Givens, Byrd Surveying/Prescott Bailey, Agent)**
**2970 McVay Drive North and 3030 McVay Drive North**
**Council District 3**
**C.J. Small**

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 29, 2023

Gerald Byrd
Byrd Surveying
2609 Halls Mill Road
Mobile, Alabama 36606

**Re:** **2970 McVay Drive North and 3030 McVay Drive North**
**MOD-002522-2023**
DAA-McVay Subdivision
Kari Givens, Byrd Surveying/Prescott Bailey
District 3
Modification of a previously approved Planned Unit Development to shift the lot line and reconfigure parking.

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 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:**
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.**

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

1. **Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements;**

2. **Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information;**
3. **Retention of the right-of-way widths of McVay Drive North and McMae Drive as depicted on the site plan;**
4. **Retention of the 25-foot minimum building setback line along McVay Drive North;**
5. **Revision of the site plan to label the 25-foot minimum building setback line along McMae Drive;**
6. **Revision of the site plan to label the 10-foot slope easement along McMae Drive;**
7. **Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder;**
8. **Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD;**
9. **Compliance with all Engineering comments noted in this staff report;**
10. **Compliance with all Traffic Engineering comments noted in this staff report;**
11. **Compliance with all Urban Forestry comments noted in this staff report;**
12. **Compliance with all Fire Department comments noted in this staff report;**
13. **Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and,**
14. **Full compliance with all municipal codes and ordinances.**

After you have obtained all the necessary approval signatures and the plat has been recorded in the Mobile County Probate Office, **five** copies of the recorded plat (including instrument number) must be submitted to the Planning and Zoning Department office. This procedure must be completed within one (1) year, or the Tentative Approval will expire.

Please also submit a CAD compatible (DXF) digital copy of the final plat to the Planning and Zoning Department office once the plat has been submitted to Probate for recording. This may be submitted on disk, flash drive, memory stick, or via e-mail to planning@cityofmobile.org.

**The advertising fee for this application based on the current legal description is $696.54. 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:** **2970 McVay Drive North & 3030 McVay Drive North**
**DAA-McVay Subdivision**
**MOD-002522-2023**
Kari Givens, Byrd Surveying
District 3
Modification of a previously approved Planned Unit Development to shift the lot line and reconfigure parking.

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.**

**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 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:** **2970 McVay Drive North & 3030 McVay Drive North**
**DAA-McVay Subdivision**
**MOD-002522-2023**
Kari Givens, Byrd Surveying
District 3
Modification of a previously approved Planned Unit Development to shift the lot line and reconfigure parking.

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, 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.**

**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 Procedures 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.

MOD-002522-2023

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.

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**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:** | Prescott Bailey | |
| **Firm:** | Stoa Group | |
| **Phone:** | 225-229-6333 | |
| **Email:** | pbailey@stoagroup.com | |
| **Address:** | 210 East Morris Avenue, Hammond LA 70403 | |

| | Owner | Design Professional |
|---|---|---|
| **Name:** | Bart Thomas | |
| **Firm:** | City Construction & Development, LLC | |
| **Phone:** | 901-229-2543 | |
| **Email:** | bthomas@cityllc.com | |
| **Address:** | 6225 Greenlee, Suite 102 | |

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

3030 McVay N Drive — Property Address

34.5 ac — Property Area (acres or square feet)

#1508470 & #00899709 — Parcel Number(s) or Key Number(s)

B-3 — Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Bart Thomas — Owner Signature

4/28/23 — Date

Applicant or Agent Signature (if applicable)

Date

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

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

Applicant or Agent Signature

Date

# 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.

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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

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1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   As this modification is simply a lot line shift to account for the correct boundaries and the expanded PUD boundary will not have any additional improvements done, there is no change that will not align to the comprehensive plan with this boundary change.

   Commercial

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

   No changes are being made to the existing conditions of the site with this PUD modification.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   This change requires no impacts to surrounding properties. This proposal simply moves the existing lot lines.

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)

Not applicable. This is a major PUD revision for a boundary line shift, with no new structures to be added inside the PUD.

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

No additional landscaping or screening is being added with this change.

☐ Lighting:

No additional lighting is being added with this change.

☐ Hours of operation: Hours: Thursday 8 AM–5 PM, Friday 9 AM–2 PM, Saturday-Closed, Sunday-Closed, Monday 10 AM–4 PM, Tuesday 10 AM–4 PM, Wednesday 10 AM–5 PM

☐ 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.

Not applicable- the boundary line change should not involve any of the above as it requires no construction.

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.

There's no change to the overall benefit or interest of the community with the boundary adjustment.

# NEIGHBORHOOD MEETING DOCUMENTATION

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

**This section applies to any of the following applications:**

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

**Please verify the following documentation is provided:**

☐ Dated Photograph(s) of the posted sign(s)

☐ The verified address list of surrounding property owners who were notified

☐ A sign-in sheet documenting meeting attendance

☐ Written summary or minutes of the meeting

☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

**Neighborhood Meeting Proceedings:**

1. What was the date and location of the meeting?
   Not Required.

2. What information was presented at the meeting?
   Not Required.

3. What concerns were raised during the meeting?
   Not Required.

4. Were any modifications made or considered in response to the concerns raised at the meeting?
   Not Required.

## 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 Commission or the Board of Zoning Adjustments.

Prescott Bailey Digitally signed by Prescott Bailey DN: C=US, E=pbailey@stoagroup.com, O="Stoa Group, LLC", CN=Prescott Bailey Date: 2023.05.17 12:55:49-05'00' Date: 5/17/2023

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

| | |
|---|---|
| Type name: | Prescott Bailey |
| Business Name: | Stoa Group |
| Address: | 210 E. Morris Avenue |
| | |
| City, State, Zip Code: | Hammond, LA, 70403 |
| Telephone: | 225-441-1100 Email: pbailey@stoagroup.com |

**PROPERTY OWNER(S)**

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

Signature: DocuSigned by: Bart Thomas E0B3666EDEC849D... Date: 5/17/2023

| | |
|---|---|
| Type name: | DAA ACQUISITION OF ALABAMA, LLC |
| Business Name: | |
| Address: | 500 MERIDIAN BLVD., SUITE 700 |
| | |
| City, State, Zip Code: | FRANKLIN, TN 37067 |
| Telephone: | 901.229.2543 Email: bthomas@cityllc.com |

**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: DocuSigned by: Bart Thomas E0B3666EDEC849D... Date: 5/17/2023

Type name: DAA ACQUISITION OF ALABAMA, LLC

Use additional pages / copies of this form as needed.

City of Mobile · Planning & Zoning

# Plan Submission Contact Information

Name of Project: The Waters at McGowin

Address: 3030 N McVay Drive , Mobile, AL 36606

Owner: Bart Thomas

Address: 3030 McVay Drive, Mobile, AL Zip Code: 36606

Phone: 901-229-2543 Fax: _____ Email: bthomas@cityllc.com

Authorized Agent: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Contractor: Stoa Group

Address: 210 E. Morris Avenue, Hammond, LA Zip Code: 70403

Phone: 225-441-1100 Fax: _____ Email: pbailey@stoagroup.com

Civil Engineer: Novus Reb

Address: 515 Mouton Street, Ste. 201, Baton Rouge, LA Zip Code: 70806

Phone: 225-442-3140 Fax: _____ Email: jason@novusreb.com

Architect: The Architectural Studio

Address: 409 North Seventh Street, Baton Rouge, LA Zip Code: 70802

Phone: 225-215-1777 Fax: _____ Email: eric@architect7.com

Submitted by:

Signature

Prescott Bailey

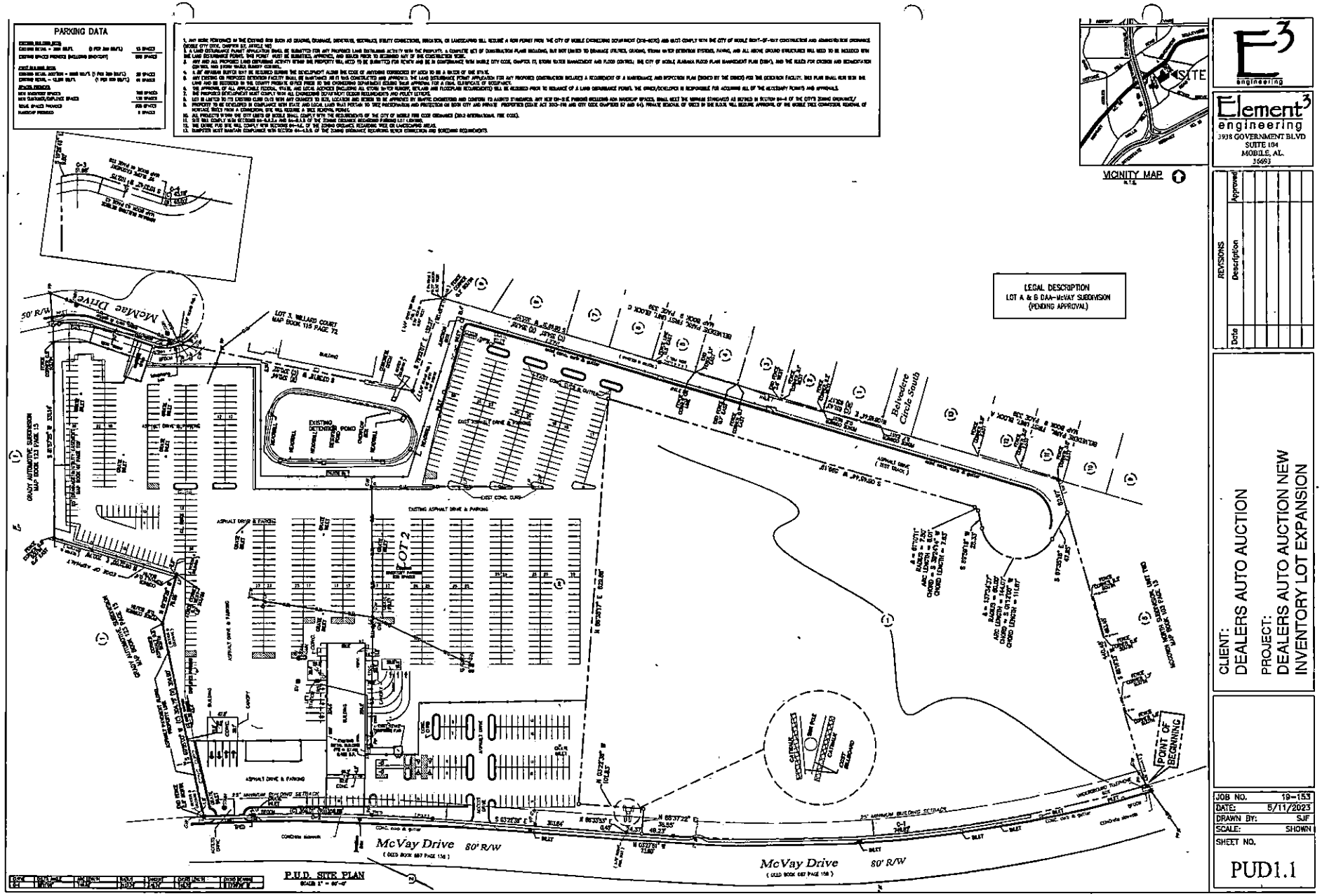
Print

5/1/2023

Date

Director of Development - Stoa Group

Affiliation to project/Organization


PARKING DATA
LEGAL DESCRIPTION
LOT A & B DAA-McVAY SUBDIVISION
(PENDING APPROVAL)
VICINITY MAP
SITE
McMae Drive
50' R/W
LOT 3, WILLARD COURT
MAP BOOK 115 PAGE 72
Belvedere Circle South
GRADY AUTOMOTIVE SUBDIVISION
MAP BOOK 123 PAGE 15
EXISTING DETENTION POND
EXISTING ASPHALT DRIVE & PARKING
LOT 2
ASPHALT DRIVE & PARKING
McVay Drive
80' R/W
( DEED BOOK 687 PAGE 158 )
25' MINIMUM BUILDING SETBACK
POINT OF BEGINNING
P.U.D. SITE PLAN
SCALE: 1" = 60'-0"
Element 3
engineering
3938 GOVERNMENT BLVD
SUITE 104
MOBILE, AL.
36693
REVISIONS
Description
Date
Approved
CLIENT:
DEALERS AUTO AUCTION
PROJECT:
DEALERS AUTO AUCTION NEW
INVENTORY LOT EXPANSION
JOB NO. 19-153
DATE: 5/11/2023
DRAWN BY: SJF
SCALE: SHOWN
SHEET NO.
PUD1.1

| | | |
|---|---|---|
| GROUP 1 REALTY INC<br>800 GESSNER RD STE 500<br>HOUSTON, TX 77024 | KNOX ANTHONY W<br>PO BOX 16844<br>MOBILE, AL 36616 | DAA ACQUISITION OF ALABAMA LLC<br>5000 MERIDIAN BLVD STE 700<br>FRANKLIN, TN 37067 |
| THOMAS LLC<br>362 COMMERCIAL PARK DR<br>MOBILE, AL, 36532 | THOMAS L L C<br>362 COMMERCIAL PARK DR<br>FAIRHOPE, AL 36532 | GROUP 1 REALTY INC<br>800 GESSNER RD STE 500<br>HOUSTON, TX 77024 |
| MOMENTUM PROPERTY GROUP<br>MOBILE1 LLC<br>PO BOX 160687<br>MOBILE, AL 36616 | GROUP 1 REALTY INC<br>800 GESSNER RD STE 500<br>HOUSTON, TX 77024 | DAA ACQUISITION OF ALABAMA LLC<br>5000 MERIDIAN BLVD STE 700<br>FRANKLIN, TN 37067 |
| GROUP 1 REALTY INC<br>800 GESSNER RD STE 500<br>HOUSTON, TX 77024 | MASSENGALE WILLIAM, JOSEPH<br>MASSENGALE & GLORIA<br>407 CONDE AVE<br>DAUPHIN ISLAND, AL 36528 | THE IMPROVEMENT DISTRICT OF THE CITY OF MOBILE ALABAMA MCGOWIN PARK PROJECT<br>C/O RYAN LLC-PTS<br>PO BOX 460369, DEPT 100<br>HOUSTON, TX 77056 |
| DAA ACQUISITION OF ALABAMA LLC<br>5000 MERIDIAN BLVD STE 700<br>FRANKLIN, TN 37067 | O & B PROPERTIES INC C/O JOHN BAXTER<br>5401 SPRINGHILL WOODS DR<br>MOBILE, AL 36608 | ARG MGMOBALOO1 LLC ATTN: MICHAEL ANDERSON<br>38 WASHINGTON SQ<br>NEWPORT, RI 2840 |
| SOUTHERN REAL ESTATE CO INC<br>P O BOX 5738<br>MERIDIAN, MS 39302 | SMP PROPERTIES LLC C/O DEVIN SELLERS<br>5570 NEVIUS RD<br>MOBILE, AL 36619 | BARRETT ONIE W JR & BRENDA SENN BARRETT<br>1008 BELVEDERE DR<br>MOBILE, AL 36606 |
| FAIR LAVADA<br>2751 BELVEDERE CIR N<br>MOBILE, AL 36606 | FRANCIS HOLDINGS LLC<br>PO BOX 40041<br>MOBILE, AL 36640 | GOLEMON SHARON P & DONALD E GOLEMON<br>1011 BELVEDERE CIR W<br>MOBILE, AL 36606 |
| MUHAMMAD DERRICK O & CINDY P<br>1002 BELVEDERE DR<br>MOBILE, AL 36606 | CAMPBELL RICARDO A<br>1010 W BELVEDERE CIR<br>MOBILE, AL 36606 | NICKERSON PORTIA T & EUGENE DANDRIDGE<br>1009 W BELVEDERE CIR<br>MOBILE, AL 36606 |
| MILLER HELEN D<br>308 N CLAIBORNE ST<br>MOBILE, AL 36603 | BUTTERS ANGELA & DARRELL BUTTERS<br>3824 POINT RD<br>MOBILE, AL 36619 | ROBINSON NATHANIEL III & ANDREA D ROBINSON<br>1007 BELVEDERE CIR W<br>MOBILE, AL 36606 |
| CARSTARPHEN WILLIAM JR<br>1006 BELVEDERE DR<br>MOBILE, AL 36605 | DAA ACQUISITION OF ALABAMA LLC<br>C/O DAVID ANDREWS<br>5000 MERIDIAN BLVD SUITE 700<br>FRANKLIN, TN 37067 | BATTISTE JANICE K & MICHAEL<br>1005 W BELVEDERE CIR<br>MOBILE, AL 36606 |

| | | |
|---|---|---|
| JOHNSON WILLIETTE C & RAY A JOHNSON<br>1001 BELVEDERE CIR W<br>MOBILE, AL 36606 | | |
| JEFFERSON REBECCA GRACE PARKS<br>2752 BELVEDERE CIR N<br>MOBILE, AL 36606 | | |
| BUNDY RUSSELL & WENDY BUNDY<br>2756 BELVEDERE CIR N<br>MOBILE, AL 36606 | | |
| GARDNER LANA AKA LANA GARDNER KERSHNER<br>1124 PACE PKWY<br>MOBILE, AL 36693 | | |
| GATSON JERRILYN R<br>1002 W BELVEDERE CIR<br>MOBILE, AL 36606 | | |
| ETHERIDGE FORESTINE<br>1006 BELVEDERE CIR W<br>MOBILE, AL 36606 | | |
| CRENSHAW ROBERT D<br>1014 W BELVEDERE CIR<br>MOBILE, AL 36618 | | |
| | | |
| | | |
| | | |

# Agenda Item #: 5

SUB-002523-2023 & MOD-002522-2023

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:**
2970 McVay Drive North and 3030 McVay Drive North

**Subdivision Name (as applicable):**
DAA-McVay Subdivision

**Applicant / Agent (as applicable):**
Byrd Surveying

**Property Owner:**
DAA Acquisition of Alabama, LLC

**Current Zoning:**
B-3, Community Business Suburban

**Proposed Zoning (as applicable):**
Not applicable

**Future Land Use:**
Mixed Commercial Corridor

**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
- Modification of a previously approved Planned Unit Development

**Commission Considerations:**
1. Subdivision proposal with eleven (11) conditions; and
2. Modification of a previously approved Planned Unit Development with thirteen (13) 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 commercial units to the west and residential units to the east.

APPLICATION NUMBER 5 DATE June 15, 2023

APPLICANT DAA-McVay Subdivision

REQUEST Subdivision, PUD Modification

N

NTS

## SITE HISTORY

The site has been the subject of numerous Planned Unit Developments (PUD's), both Commission-approved and Administrative PUD's, since 1999 to allow multiple buildings on a single building site and shared access between building sites. A Sign Variance was granted by the Board of Zoning Adjustment in 1999 for the Northern portion of the site. The Northern portion of the site also received Subdivision approval in 1999, and the Southern portion of the site received Subdivision approval in 2019. The latest PUD for the site was approved in 2020.

## 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 graphic scale.
C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 25 - #79) LOTS A and B 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 A – NONE AND lot B – NONE.
D. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

**Modification of Planned Unit Development**

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

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

5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

## Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in 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 subject site consists of Lot 1, McGowin North Subdivision, approved in 2019, and Lot 2, Grady Automotive Subdivision, approved in 1999. The applicant is proposing a 2-lot, 24.1± acre subdivision by relocating the common internal property line between the two lots. Both lots would front on existing public streets and exceed the minimum lot size for a newly platted property in a B-3, Community Business Suburban District. If approved, the lot size labels in in both square feet and acres should be retained on the Final Plat. The subject site is served by public water and sanitary sewer services.

The site has frontage on McVay Drive North and McMae Drive. McVay Drive North is a collector street with a complaint 80-foot right-of-way, and McMae Drive is a minor street with curb and gutter and a compliant 50-foot right-of-way. Therefore, no frontage dedication would be required. The right-of-way widths of both streets should be retained on the Final Plat, if approved.

The preliminary plat shows a 25-foot minimum building setback line along McVay Drive North, and this should be retained on the Final Plat, if approved. The recorded 25-foot minimum building setback line along McMae Drive is illustrated, but not labeled as such. Therefore, the plat should be revised to label the 25-foot minimum building setback line along McMae Drive, if approved.

The preliminary plat indicates a recorded 25-foot drainage and utility easement along a portion of the Northern boundary of the site. Also illustrated, but not identified, is a recorded 10-foot slope easement along McMae Drive. Therefore, the plat should be revised to label this easement. A note should be placed on the Final Plat

stating that no structure may be placed or constructed within any easement without the permission of the easement holder.

As per the Traffic Engineering comments, the driveway number, size, location, and design 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 64-6 of the City's Zoning Ordinance. A note should be placed on the Final Plat stating these comments.

**Planned Unit Development Modification**

The previously approved Planned Unit Development (PUD) allowed for multiple buildings on a single building site along with shared access between building sites. The applicant states there are no physical modifications to that PUD proposed in the current request, with the only revision proposed is the relocation of the common interior property line between the two lots associated with the PUD. However, it appears there will be a bit of a parking reduction for the use on proposed Lot 1, as some parking appears to extend into the proposed Lot 2.

As no new construction is proposed at this time, only minor revisions would be required to the site plan. Some of the approval conditions of the previous PUD will still apply, while others will not.

It should be noted that the proposed location of the common property line through existing parking and vehicle inventory areas will result in substandard parking circulation aisles. As such, the site plan should be revised to assure that all impacted parking and circulation areas are revised to comply with UDC requirements.

The site plan should also be revised to label each lot with its size in both square feet and acres to correspond with the associated subdivision, or a table should be furnished on the site plan providing the same information. The right-of-way widths of McVay Drive North and McMae Drive should be retained on the site plan. The 25-foot minimum building setback line should be retained as shown along McVay Drive North. As the 25-foot minimum building setback line is not labeled along McMae Drive, the site plan should be revised to do so. The site plan should also be revised to label the 10-foot slope easement along McMae Drive.

As the site plan indicates easements within the site, a note should be placed on a revised site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder. Proposed Lot 1 is developed and proposed Lot 2 is vacant; however, as the purpose of the current application is to create Lot 2 and remove it from the current PUD, only Lot 1 will be required to modify the previously approved PUD in the future.

As per the Traffic Engineering comments, the driveway number, size, location, and design 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 64-6 of the City's Zoning Ordinance. A note should be required on the site plan stating these comments.

A revised Modified Planned Unit Development site plan (hard copy and pdf) should be submitted to and approved by Planning and Zoning prior to signing the Final Plat for the associated subdivision.

## SUBDIVISION CONSIDERATIONS

### Standards of Review:

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

### Considerations:

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 the furnishing of a table on the Final Plat providing the same information;
2. Retention of the right-of-way widths of McVay Drive North and McMae Drive as depicted on the preliminary plat;
3. Retention of the 25-foot minimum building setback line along McVay Drive North;
4. Revision of the plat to label the 25-foot minimum building setback line along McMae Drive;
5. Revision of the plat to label the 10-foot slope easement along McMae Drive;
6. Placement of a note on the Final Plat stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
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;
10. Compliance with all Fire Department comments noted in this staff report; and
11. Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat.

## 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.

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 Modified Planned Unit Development, the following conditions could apply:

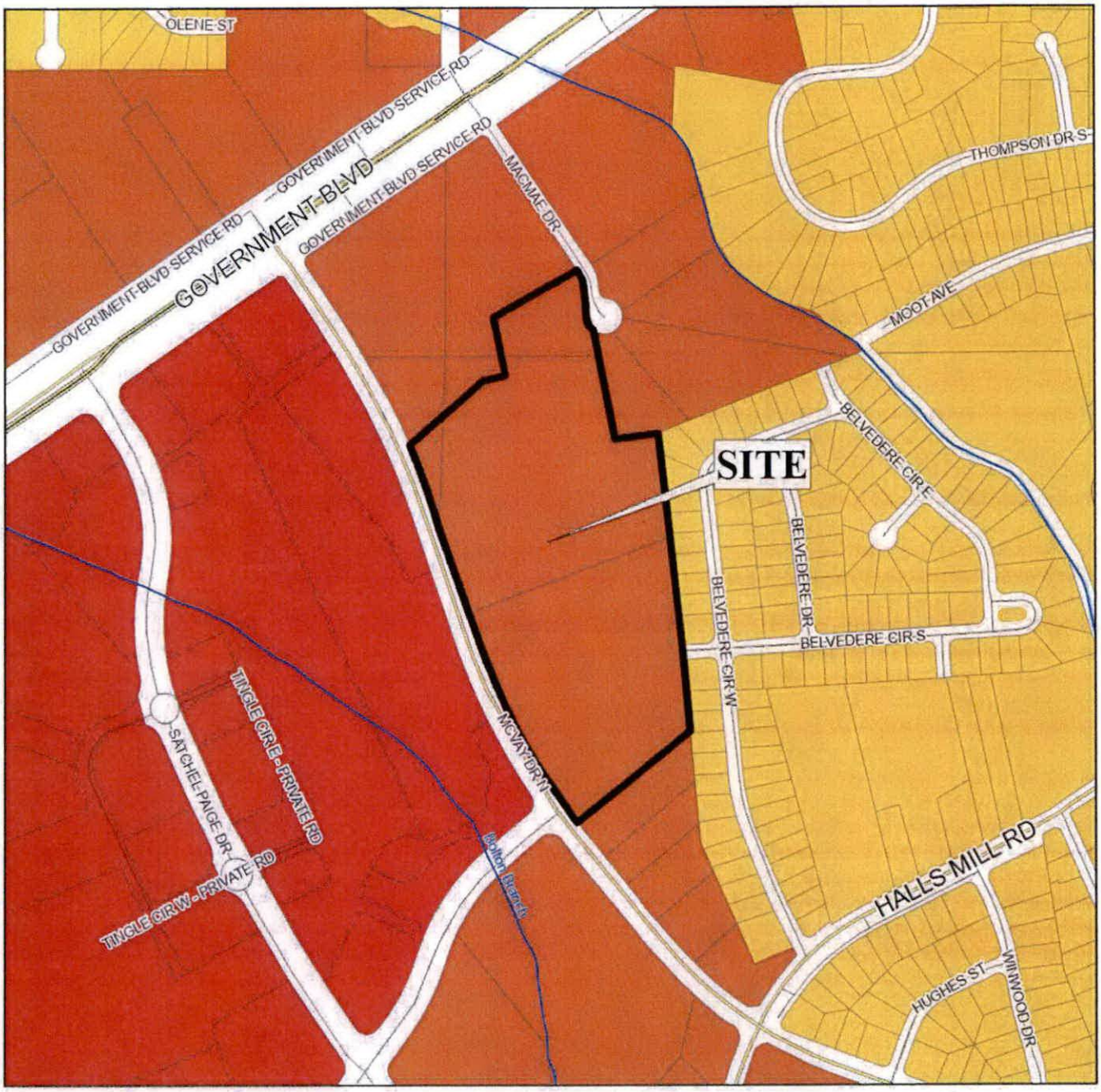
1. Revision of the site plan to ensure that parking and access aisles on Lot 1 impacted by the property line relocation remain compliant with UDC requirements;
2. Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
3. Retention of the right-of-way widths of McVay Drive North and McMae Drive as depicted on the site plan;
4. Retention of the 25-foot minimum building setback line along McVay Drive North;
5. Revision of the site plan to label the 25-foot minimum building setback line along McMae Drive;
6. Revision of the site plan to label the 10-foot slope easement along McMae Drive;
7. Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
8. Placement of a note on the site plan stating that future proposed development on Lot 1 will require a Modified PUD;
9. Compliance with all Engineering comments noted in this staff report;
10. Compliance with all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report;
12. Compliance with all Fire Department comments noted in this staff report;
13. Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and,
14. Full compliance with all municipal codes and ordinances.

# LOCATOR ZONING MAP




| | |
|---|---|
| APPLICATION NUMBER 5 DATE June 15, 2023 | N |
| APPLICANT DAA-McVay Subdivision | |
| REQUEST Subdivision, PUD Modification | NTS |

# FLUM LOCATOR MAP




APPLICATION NUMBER 5 DATE June 15, 2023

APPLICANT DAA-McVay Subdivision

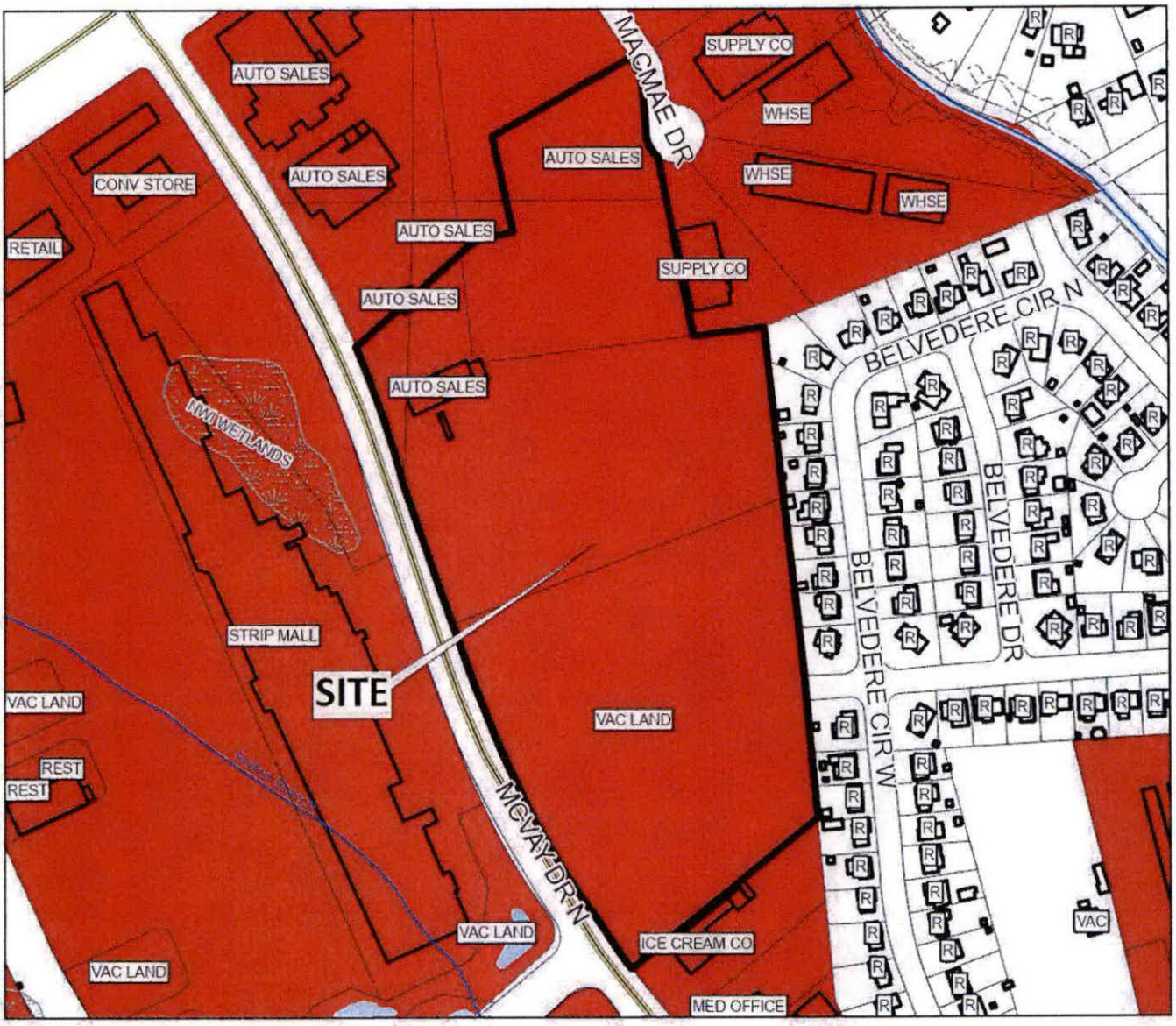
REQUEST Subdivision, PUD Modification

| | | | |
|---|---|---|---|
| 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 commercial units to the west and residential units to the east.

APPLICATION NUMBER 5 DATE June 15, 2023

APPLICANT DAA-McVay Subdivision

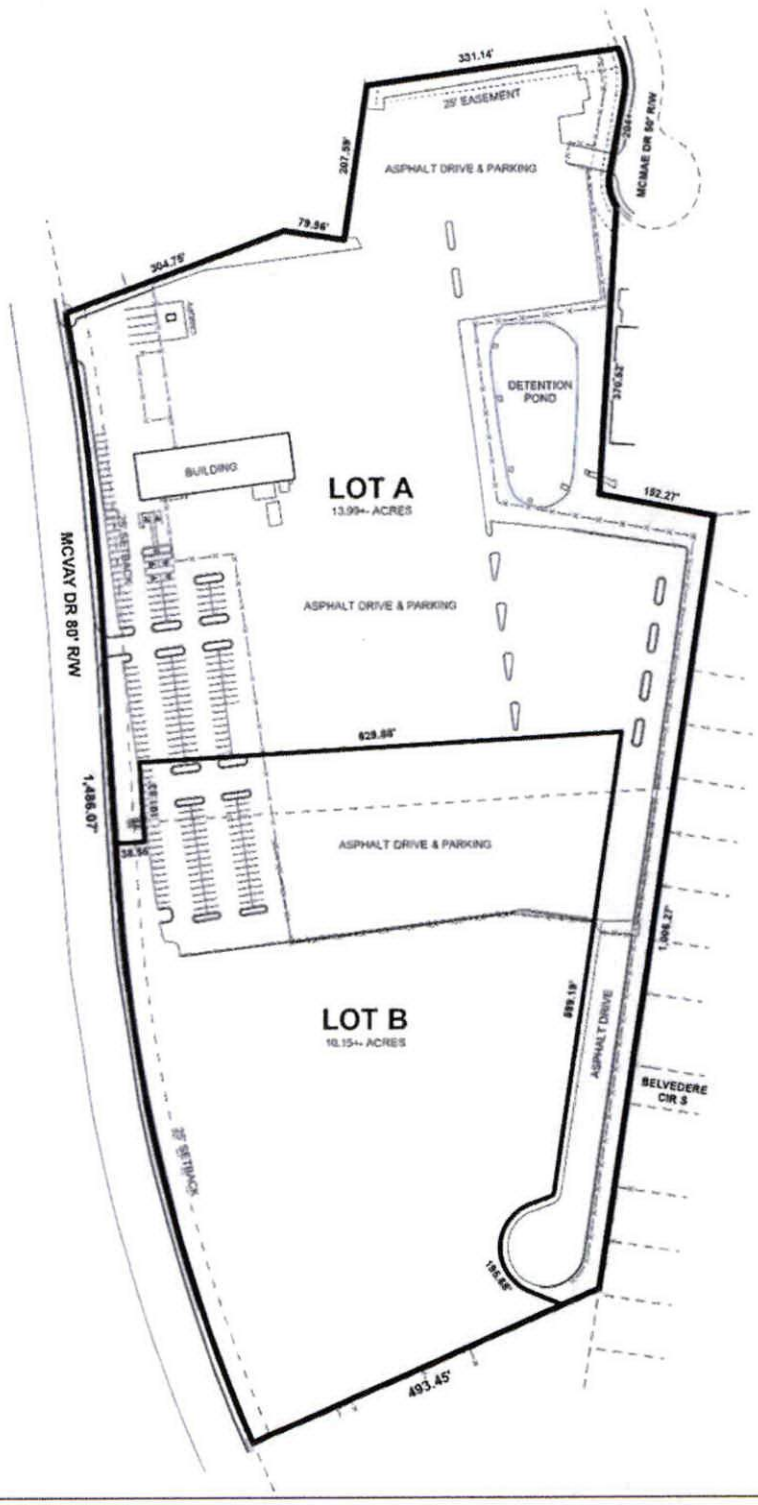
REQUEST Subdivision, PUD Modification

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

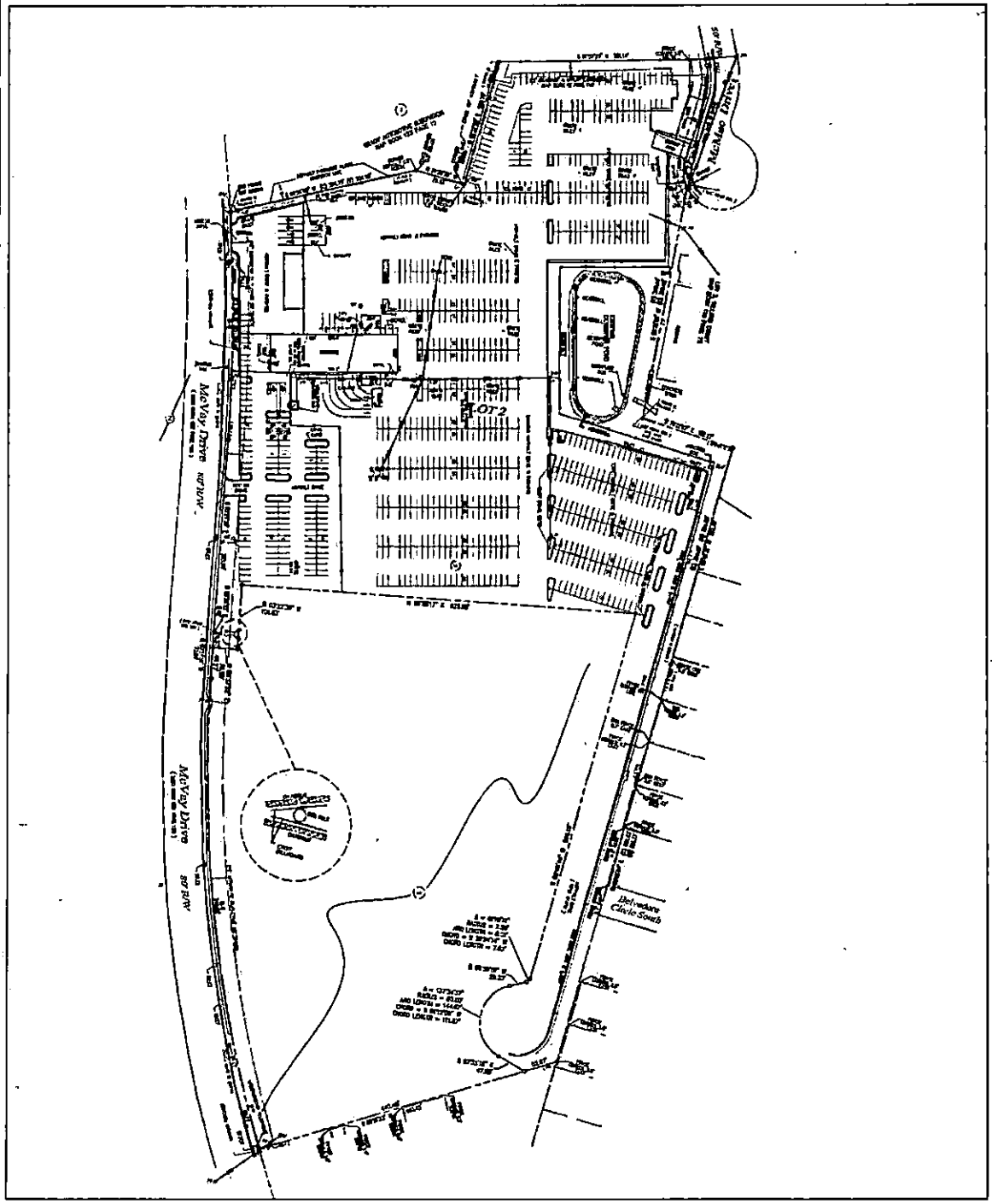



| | | | |
|---|---|---|---|
| APPLICATION NUMBER | 5 | DATE | June 15, 2023 |
| APPLICANT | DAA-McVay Subdivision | | |
| REQUEST | Subdivision, PUD Modification | | |

N

NTS

# MODIFICATION SITE PLAN



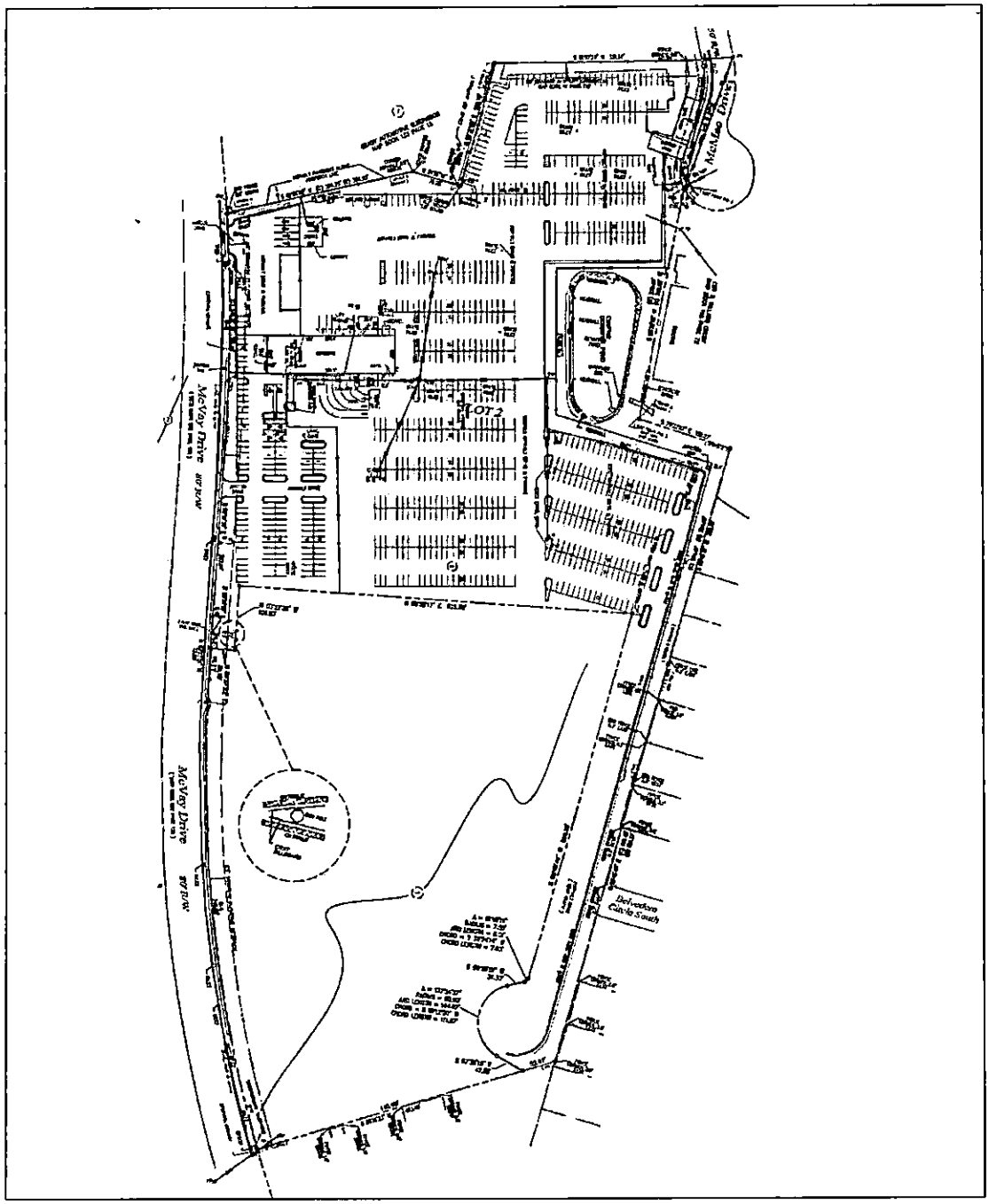

The site plan illustrates the proposed modifications to the existing PUD.

| | | | |
|---|---|---|---|
| APPLICATION NUMBER | 5 | DATE | June 15, 2023 |
| APPLICANT | DAA-McVay Subdivision | | |
| REQUEST | Subdivision, PUD Modification | | |

N

NTS

# MODIFICATION SITE PLAN




The site plan illustrates the proposed modifications to the existing PUD.

| | |
|---|---|
| APPLICATION NUMBER 5 DATE June 15, 2023<br>APPLICANT DAA-McVay Subdivision<br>REQUEST Subdivision, PUD Modification | N<br>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)

# MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

**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 | 7/24/2023 |

**REVIEWERS:**

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Gauthier, Lana | Approved | 7/20/2023 - 2:39 PM |

**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:

**LOT A, NEW LIFE HOUSING SUBDIVISION AS RECORDED IN MAP BOOK 134, PAGE 29 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA**

The classification of said property is hereby changed from **B-1, Buffer Business District, to R-1, Single-Family Residential Suburban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in **R-1, Single-Family Residential Suburban District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **R-1, Single-Family Residential Suburban District** until all of the conditions set forth below have been complied with: **1) 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**

**Mike Mitchell, Owner (Spring Hill Insurance Company Inc.)**
**3901 Cottage Hill Road**
**South side of Cottage Hill Road, 25'± West of Hawthorne Drive**
**Council District 4**
**Ben Reynolds**

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 3901 Cottage Hill Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 29th day of August, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 3901 Cottage Hill Road from B-1, Buffer Business District, to R-1, Single-Family Residential Suburban District.

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

Lisa C. Lambert
City Clerk

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

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:

LOT A, NEW LIFE HOUSING SUBDIVISION AS RECORDED IN MAP BOOK 134, PAGE 29 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

The classification of said property is hereby changed from B-1, Buffer Business District, to R-1, Single-Family Residential Suburban District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in R-1, Single-Family Residential Suburban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a R-1, Single-Family Residential Suburban District until all of the conditions set forth below have been complied with: 1) 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 29th day of August, 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 2nd 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 **3901 Cottage Hill Road** (South side of Cottage Hill Road, 25'± West of Hawthorne Drive).

The proposed amendment to the Unified Development Code changes the classification of the subject property from **B-1, Buffer Business District, to R-1, Single-Family Residential Suburban District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **R-1** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **R-1** districts until the following conditions have been complied with: **1) 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.

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

**MOBILE CITY PLANNING COMMISSION**

July 19, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of July 18, 2019 considered the request of **Mike Mitchell, Owner (Spring Hill Insurance Company Inc.),** for a change in zoning from **B-1, Buffer Business District, to R-1, Single-Family Residential Suburban District** for the property located at **3901 Cottage Hill Road** (South side of Cottage Hill Road, 25'± West of Hawthorne Drive).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) 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
REVISED

July 17, 2023

Mike Mitchell
3901 Cottage Hill Road
Mobile, AL 36609

**Re:** **3901 Cottage Hill Road**
(South side of Cottage Hill Road, 25'± West of Hawthorne Drive).
Council District 4
**ZON-000955-2019**
**Spring Hill Insurance Company Inc.**

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

At its meeting on July 18, 2019, the Planning Commission considered your request for a change in zoning from B-1, Buffer Business District, to R-1, Single-Family Residential District.

**After discussion, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:**

1) **full compliance with all municipal codes and ordinances.**

**The advertising fee for this application is $277.78.** Upon receipt of this fee, 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 / for
Margaret Pappas
Deputy Director of Planning and Zoning

# THE CITY OF MOBILE, ALABAMA

MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 26, 2019

Spring Hill Insurance Co.
267 Houston Street
Mobile, AL 36606

**Re:** **3901 Cottage Hill Road**
(South side of Cottage Hill Road, 25'± West of Hawthorne Drive).
Council District 4
**ZON-000955-2019**
**Spring Hill Insurance Company Inc.**

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

At its meeting on July 18, 2019, the Planning Commission considered your request for a change in zoning from B-1, Buffer Business District, to R-1, Single-Family Residential District.

**After discussion, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:**

1) **full compliance with all municipal codes and ordinances.**

**The advertising fee for this application is $258.85.** Upon receipt of this fee, 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
Deputy Director of Planning and Zoning

cc: Haidt Land Surveying

**MOBILE CITY PLANNING COMMISSION**

June 27, 2019, 2019

**PUBLIC HEARING NOTICE**

**Re:** **3901 Cottage Hill Road**
(South side of Cottage Hill Road, 25'± West of Hawthorne Drive).
Council District 4
**ZON-000955-2019**
**Spring Hill Insurance Company Inc.**
Rezoning from B-1, Buffer Business District, to R-1, Single-Family Residential District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, July 18, 2019, 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 use is to allow a single family residence; HOWEVER, it must be noted that any use permitted in the proposed zoning district would be allowed at this location if the zoning is changed. Furthermore, 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. Please be prepared to present your application to the Commission and respond to any questions they might have.**

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

Please visit our website at
http://www.buildmobile.org/planning-commission/

To submit comments regarding Planning Commission applications, send comments by letter, fax, or email to:

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

Fax: (251) 208-5896

Email: Planning@cityofmobile.org

Please include your full name and address with any comments you submit for consideration.

**MOBILE CITY PLANNING COMMISSION**

June 27, 2019

**PUBLIC HEARING NOTICE**

**Re:** **3901 Cottage Hill Road**
(South side of Cottage Hill Road, 25'± West of Hawthorne Drive).
Council District 4
**ZON-000955-2019**
**Spring Hill Insurance Company Inc.**
Rezoning from B-1, Buffer Business District, to R-1, Single-Family Residential 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, July 18, 2019, 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 use is to allow a single family residence; HOWEVER, it must be noted that any use permitted in the proposed zoning district would be allowed at this location if the zoning is changed. Furthermore, 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 attend; and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not resubdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.**

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

Please visit our website at
http://www.buildmobile.org/planning-commission/

To submit comments regarding Planning Commission applications, send comments by letter, fax, or email to:

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

Fax: (251) 208-5896

Email: Planning@cityofmobile.org

Please include your full name and address with any comments you submit for consideration.

ZAN-000955-2019

# MOBILE CITY PLANNING COMMISSION


**Mailing Address:**
Urban Development Department
Planning Section
P. O. Box 1827
Mobile, Alabama 36633
Phone: (251) 208-5895; Fax: (251) 208-5896

**Location**
Mobile Government Plaza
205 Government Street
Third Floor - South Tower
Mobile, AL 36644


**NOTE:** **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) COPIES** of this application by NOON on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

**Type of Application and Fees:**

- [x] **Zoning Change** $ 100.00 (if recommended for approval, additional advertising fee required)
- [ ] **Planning Approval** $ 150.00 (non-profit $ 50.00)
- [ ] **Planned Unit Development** $ 150.00

*(Application Fee + Postage Fee + $ 1.00 Notification Fee per mailing label + $ 1.00 Computer/Fax Fee =* **Total Application Cost)**

1. Applicant: SPRING HILL INSURANCE COMPANY INC.
   (if other than owner, must furnish written authorization from owner)
   Full Address: 3901 COTTAGE HILL ROAD 36693
   Telephone: 478-5203 Email:
2. Owner: SPRING HILL INSURANCE COMPANY INC. C/O MICHAEL D. LANGAN (President)
   (Submit evidence, such as deed or tax assessment, that the above person clearly has right of possession to the land area and any structures thereon)
3. Attach a brief description of property location. 20' +- West of Hawthorne Dr., South. side Cottage Hill Rd
4. Attach a copy of the legal description and parcel number of the property in question. R022807363000006.
   (Parcel Number)
5. Present Zoning: B-1 Proposed Zoning: R-1
6. Area of property, sq. ft. or acres: 22,380.63 s.f +- or 0.51 acres +-
7. **DESCRIPTION:** Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).
8. **PLAN CONSISTENCY ANALYSIS:** Attach a document that illustrates how the application is or is not consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth). The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.
9. **ZONING applications:** Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.
10. **Planned Unit Development applications:** Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).
11. **SITE PLAN must be filed with this application (7 COPIES).** The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.
12. **TREES:** Are there any 24-inch diameter or larger trees on the site? ☐ YES ☐ NO
    If YES, are they shown on the Site Plan? ☐ YES ☐ NO
13. **LABELS AND NOTIFICATION REQUIREMENTS:** 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).
14. **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.

DATE: 6-11-2019 APPLICANT'S SIGNATURE: PLBS

Form 150LU008 June 2016

JUN 17 '19 8:45AM

**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 rezoning or Planning 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.

DATE: 06/ APPLICANT'S SIGNATURE: PRES

JUN17 '19 8:45AM

June 18, 2019

Michael Mitchell
3901 Cottage Hill Road
Mobile, AL 36609
251-377-3105

To City of Mobile,

I am requesting my house and property be changed from Commercial Property back to Residential Property. The previous owner operated a business from their home, but I am not. This is solely a house and property for residential use.

If you need additional information please feel free to contact me.

Michael Mitchell

JUN18 '19 11:14AM

LEGAL DESCRIPTION

STATE OF ALABAMA)
COUNTY OF MOBILE)

**LOT A, NEW LIFE HOUSING SUBDIVISION**
as recorded in **Map Book 134, Page 29**
Probate Court Records, Mobile County, Alabama.

I Frederick H. Haidt III, A Registered Land Surveyor in the State of Alabama, hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

_____ Date:_____
**Frederick H. Haidt III, PLS**
Alabama Licensed Professional
Land Surveyor Registration No. **27724-S**

JUN17 '19 8:44AM

SPRING HILL INSURANCE CO.
267 HOUSTON STREET
MOBILE AL 36606

SUN KING LLC
1600 ADEN ROAD
MOBILE AL 36693

TENSAW LAND & TIMBER CO.
3511 MONTLIMAR PLAZE DRIVE
MOBILE AL 36609

RICHARD DAVES
10135 TANNER WILLIAMS ROAD
MOBILE AL 36608

DALE EASTRELING
3868 HAWTHORNE DRIVE
MOBILE AL 36693

MARIA CARLSON
2276 BURGETT ROAD
MOBILE AL 36605

LOCCILLE SANDERS
3875 SHELLEY STREET
MOBILE AL 36693

LISA RAULERSON
3905 SHELLEY STREET
MOBILE AL 36693

VIET NGUYEN
801 AZALEA ROAD
MOBILE AL 36693

COOPER LLC
900 HILLCREST ROAD A-5
MOBILE AL 36695

AZALEA POINT PROPERTIES LLC
4551 DIAMOND AVENUE
MOBILE AL 36619

GEORGE L. SILVA
6508 PLANTATION COURT
MOBILE AL 36609

TCI – MOBILE LP
ATTN: WILLIAM COWAN
1314 LAKE STREET
FT. WORTH TX 706102

JAMES MIDDLETON
2 FERRY AVENUE
SARALAND AL 36571

GEORGE JENKINS
3875 HAWTHORNE DRIVE
MOBILE AL 36693

DOUGLAS MCENERY
3878 SHELLEY DRIVE
MOBILE AL 36693

JOHN HOLLAND
3879 SHELLEY DRIVE
MOBILE AL 36693

JOYCE BOWERS
806 BENRNARD CIRCLE
MOBILE AL 36693

BLUE BIRD PROPERTIES
P.O. BOX 8614
MOBILE AL 36608

FOB LLC
P.O. BOX 9498
MOBILE AL 36691

GARY BEASLEY
3912 SHELLEY DRIVE
MOBILE AL 36693

LINDA J. SWANN
3887 HAWTHORNE AVENUE
MOBILE AL 36693

HAIDT LAND SURVETING
2311 CARRINGTON DRIVE
MOBILE AL 36695

JOHN WEST
3876 HAWTHORNE DRIVE
MOBILE AL 36693

DARIEL R. PORTER
3883 HAWTHORNE DRIVE
MOBILE AL 36693

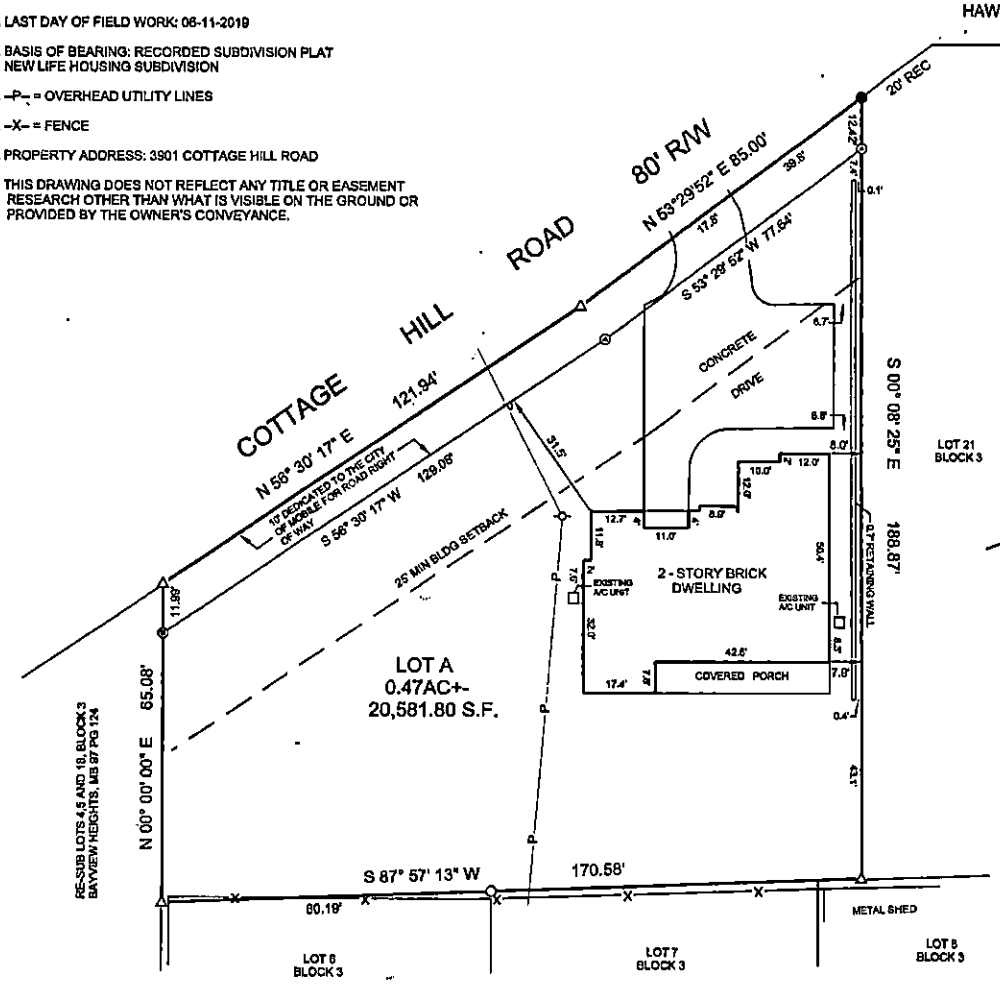
JENET ACHENBACH
3874 SHELLEY DRIVE
MOBILE AL 36693

CATTHERINE REILLY
4159 LANTERN LANE SOUTH
MOBILE AL 36693

JOHN NAYLOR
4128 BEACON LANE
MOBILE AL 36693

MARGARET HARKNESS
26546 COTTON BAYOU DRIVE
ORANGE BEACH AL 36561

NOTES:
1. TYPE OF SURVEY: AS-BUILT
2. LAST DAY OF FIELD WORK: 06-11-2019
3. BASIS OF BEARING: RECORDED SUBDIVISION PLAT NEW LIFE HOUSING SUBDIVISION
4. -P- = OVERHEAD UTILITY LINES
5. -X- = FENCE
6. PROPERTY ADDRESS: 3901 COTTAGE HILL ROAD
7. THIS DRAWING DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE OWNER'S CONVEYANCE.




LEGAL DESCRIPTION

STATE OF ALABAMA:
COUNTY OF MOBILE:

LOT A, NEW LIFE HOUSING SUBDIVISION
as recorded in Map Book 134, Page 29 Probate Court Records, Mobile County, Alabama.

I, Frederick H. Haidt III, A Registered Land Surveyor in the State of Alabama, hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the standards of Practice for Surveying in the State of Alabama to the best of my knowlege, information and belief.

This is to state that I have consulted the Fema Flood Insurance Rate Map no. 01097C0544K Dated: March 17, 2010 and found that the above described now is Located in Flood Hazard Area Zone: X-unshaded as determined by graphic scaling and elevation.

Date: 06/11/2019

Frederick H. Haidt III, PLS
Alabama Licensed Professional Land Surveyor No. 27724-S
This Survey Not Valid Without Seal

ALABAMA LICENSED No. 27724 PROFESSIONAL LAND SURVEYOR FREDERICK H. HAIDT III

LEGEND
- CRIMP TOP IRON PIPE FOUND
- CAPPED ROD FOUND (RESTER & COLEMAN ENG.)
- IRON ROD FOUND (RE-BAR)
- CAPPED ROD SET (HAIDT)
- CAPPED ROD FOUND (WATTIER)
- POWER POLE


HAIDT LAND SURVEYING
2311 CARRINGTON DRIVE
MOBILE AL 36695
251-421-4998

DATE: 06-11-2019 SCALE: 1"=30'
JOB #190513-051

Traverse PC

## ZONING AMENDMENT STAFF REPORT Date: July 18. 2019

**NAME** Spring Hill Insurance Company, Inc.

**LOCATION** 3901 Cottage Hill Road
(South side of Cottage Hill Road, 25'± West of Hawthorne Drive)

**CITY COUNCIL DISTRICT** District 4

**PRESENT ZONING** B-1, Buffer Business District

**PROPOSED ZONING** R-1, Single-Family Residential District

**AREA OF PROPERTY** 1 Lot / 0.51± Acre

**CONTEMPLATED USE** Rezoning from B-1, Buffer Business District to R-1, Single-Family Residential District.
**It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**

**TIME SCHEDULE** None given.

**ENGINEERING COMMENTS**

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

4. Each Lot Owner shall be required to submit a Land Disturbance Permit application with the initial construction of a single family dwelling or other impervious surface (shed, driveway, slab, asphalt, gravel, etc.). The application shall include a site grading and drainage plan, details, and calculations, all of which are to be signed by a licensed Alabama Professional Engineer.
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** No comments.

**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 (State Act 2015-116 and City Code Chapters 57 and 64). Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from a commercial site 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. (2012 International Fire Code)

**REMARKS** The applicant is requesting Rezoning from B-1 Buffer Business District to R-1, Single-Family Residential District.

The site has been given a Neighborhood Center-Suburban (NC) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

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

General Principles for Neighborhood Centers:

- NC should support a limited amount of commercial employment
- NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.
- The residential density in NC designations –ranging from 4 to 10 dwelling units per acre — must be compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
- The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.
- The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

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

Additional Attributes of Neighborhood Centers:

- NC in traditional contexts: These tend to be in those areas east of the Beltline and correspond to MxDR neighborhoods. In these NCs, buildings should orient to the street, with on-site parking typically pushed to the back of the site. The design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.

- NC in suburban contexts: These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

As stated in Section 64-9. of the Zoning Ordinance, the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail:

1) there is a manifest error in the Ordinance;
2) changing conditions in a particular area make a change in the Ordinance necessary and desirable;
3) there is a need to increase the number of sites available to business or industry; or
4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The subject site was made a legal lot of record by the approval of New Life Housing Subdivision, approved by the Commission in 2016. Along with the subdivision application, a Rezoning was heard to rezone the site from R-1 to B-2, Neighborhood Business District, to allow a counseling service office. The Commission and City Council ultimately approved a Rezoning to the current B-1. A condition of the Rezoning was that the use of the site be limited to offices only, as per the Voluntary Conditions and Use Restrictions submitted by the applicant at that time. The current applicant now owns the property and wishes to use it as a single-family dwelling which is allowed in B-1 districts. However, as the previous Rezoning limited the use of the site to offices only, it must be rezoned again to allow residential use; hence this application.

The applicant provided the following statement:

> *I am requesting my house and property be changed from Commercial Property back to Residential Property. The previous owner operated a business from their home, but I am not. This is solely a house and property for residential use.*

The site is bordered by R-1, Single-Family Residential zoning and uses to the East and South, and vacant B-1 to the West. To the North across Cottage Hill Road is B-2 zoning occupied with offices.

The existing building on the site was originally permitted as a single-family dwelling in 2007 when the site was zoned R-1. Because of various reasons, the dwelling was not completed. In early 2016 the property was rezoned to its current B-1, and in spring 2016, a zoning clearance was requested for a property management and consulting business, but it was never issued due to no commercial compliance inspections for the site. In the fall of 2016, a complaint indicated the building was being used commercially and without a Certificate of Occupancy. The business then vacated the premises. In spring of 2019, Planning and Zoning approved a building permit for the applicant to complete the build-out for a single-family dwelling with the condition that it be rezoned to R-1. The build-out is now complete and final inspections have been passed. In order to allow the single-family residential use, the property must be rezoned.

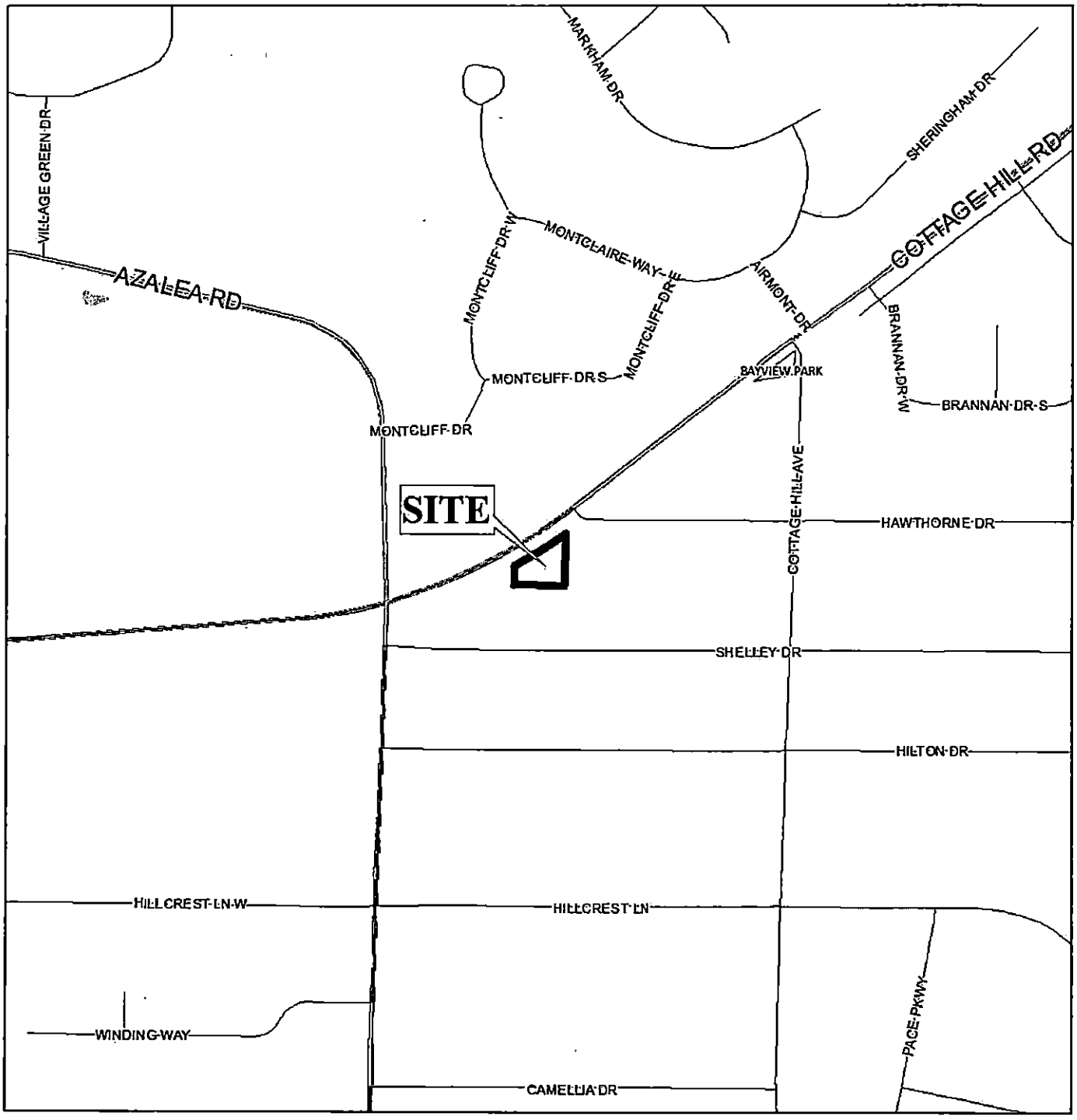
The subject site was originally platted as a part of a single-family residential subdivision, Bayview Heights Subdivision, and was originally assigned an R-1 zoning classification with the

adoption of the Zoning Ordinance in 1967. It remained such until the 2016 rezoning to the current B-1 classification. As that Rezoning contained the condition that the property be used for offices only, as per the Voluntary Conditions and Use Restrictions accompanying that application, and as B-1 zoning normally allows any type of residential use by right, it would seem that there is an error in the Ordinance with respect to the site's use, especially given that it was originally a part of a single-family residential subdivision.

**RECOMMENDATION** Based on the preceding, this application is recommended for Approval subject to the following:

1) full compliance with all municipal codes and ordinances.

# LOCATOR MAP




APPLICATION NUMBER 12 DATE July 18, 2019

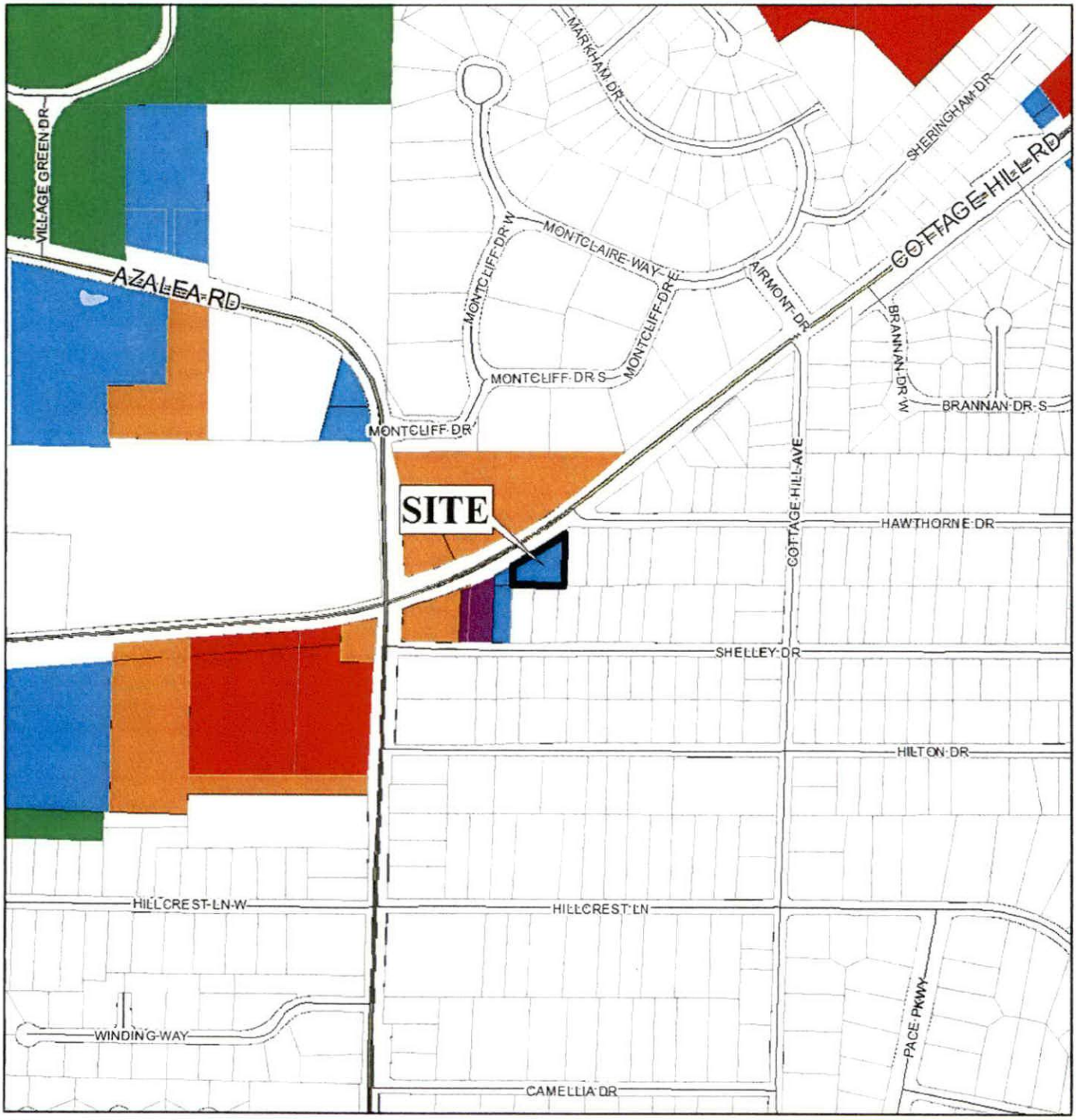
APPLICANT Spring Hill Insurance Company Inc.

REQUEST Rezoning from B-1 to R-1

N

NTS

# LOCATOR ZONING MAP




APPLICATION NUMBER 12 DATE July 18, 2019

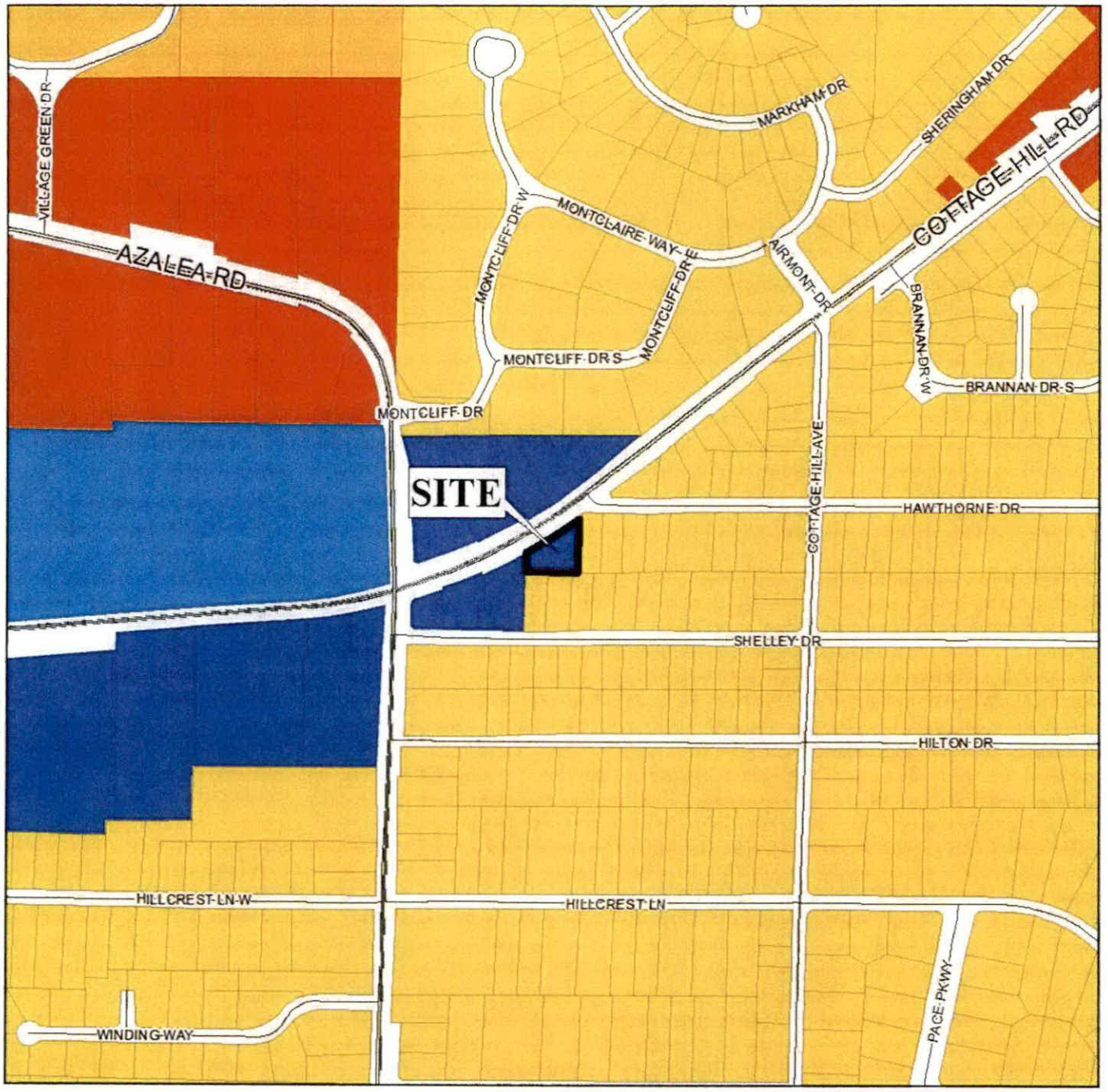
APPLICANT Spring Hill Insurance Company Inc.

REQUEST Rezoning from B-1 to R-1

N

NTS

# FLUM LOCATOR MAP




APPLICATION NUMBER 12 DATE July 18, 2019

APPLICANT Spring Hill Insurance Company Inc.

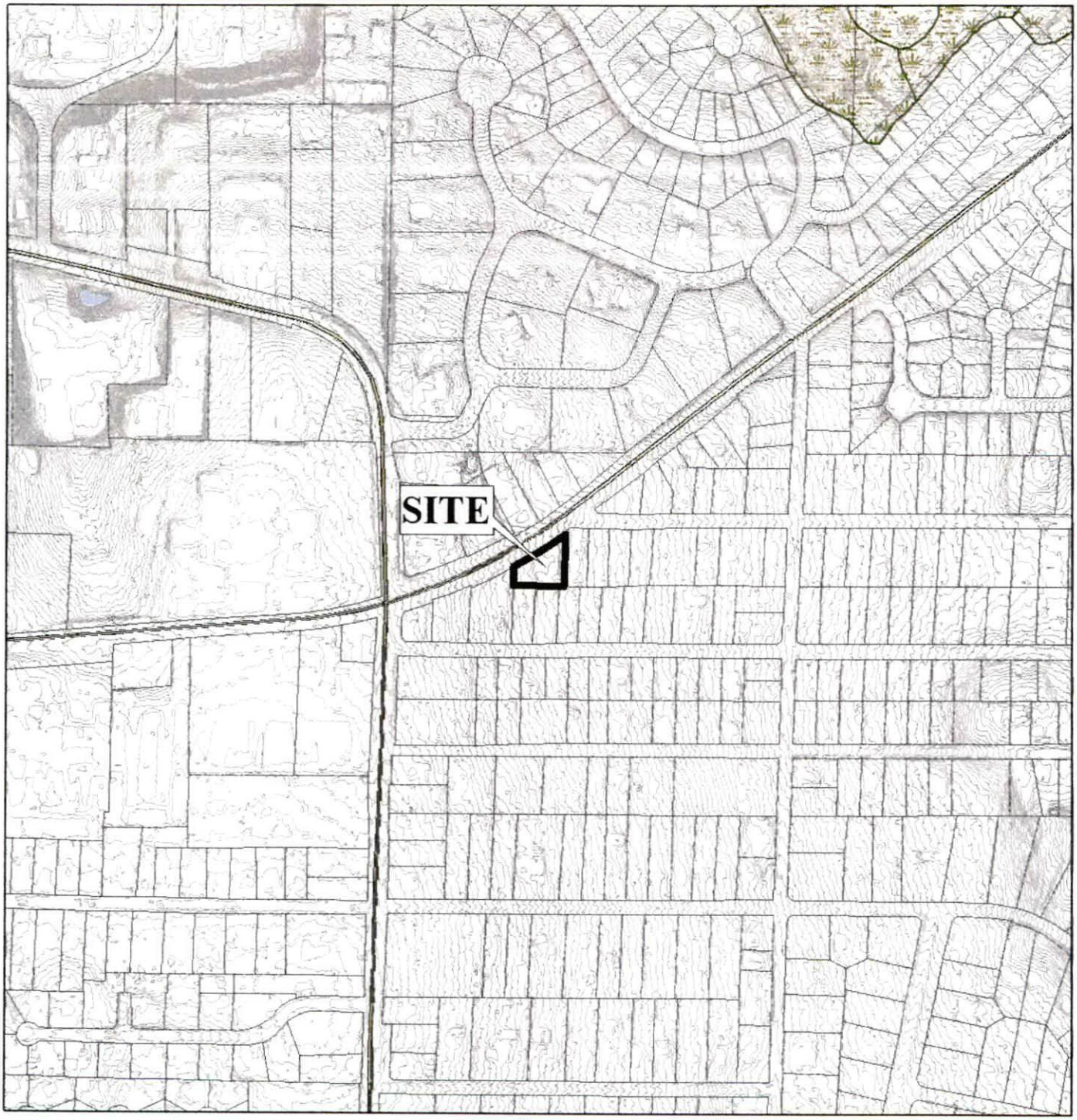
REQUEST Rezoning from B-1 to R-1

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

N

NTS

# ENVIRONMENTAL LOCATOR MAP




APPLICATION NUMBER 12 DATE July 18, 2019

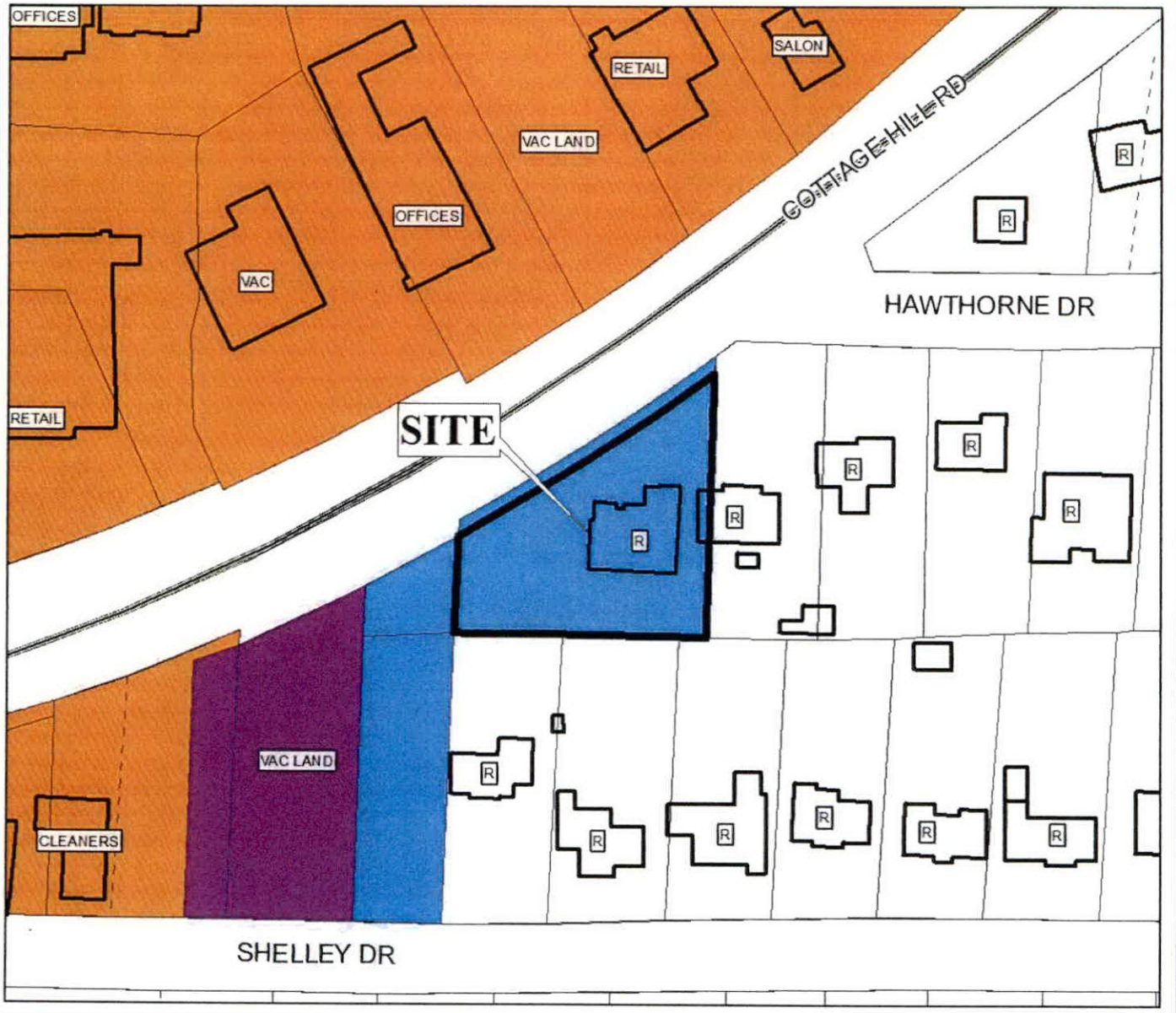
APPLICANT Spring Hill Insurance Company Inc.

REQUEST Rezoning from B-1 to R-1

N

NTS

# PLANNING COMMISSION
# VICINITY MAP - EXISTING ZONING




The site is surrounded by residential and commercial units.

APPLICATION NUMBER 12 DATE July 18, 2019

APPLICANT Spring Hill Insurance Company Inc.

REQUEST Rezoning from B-1 to R-1

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

# PLANNING COMMISSION
# VICINITY MAP - EXISTING ZONING




The site is surrounded by residential and commercial units.

APPLICATION NUMBER 12 DATE July 18, 2019

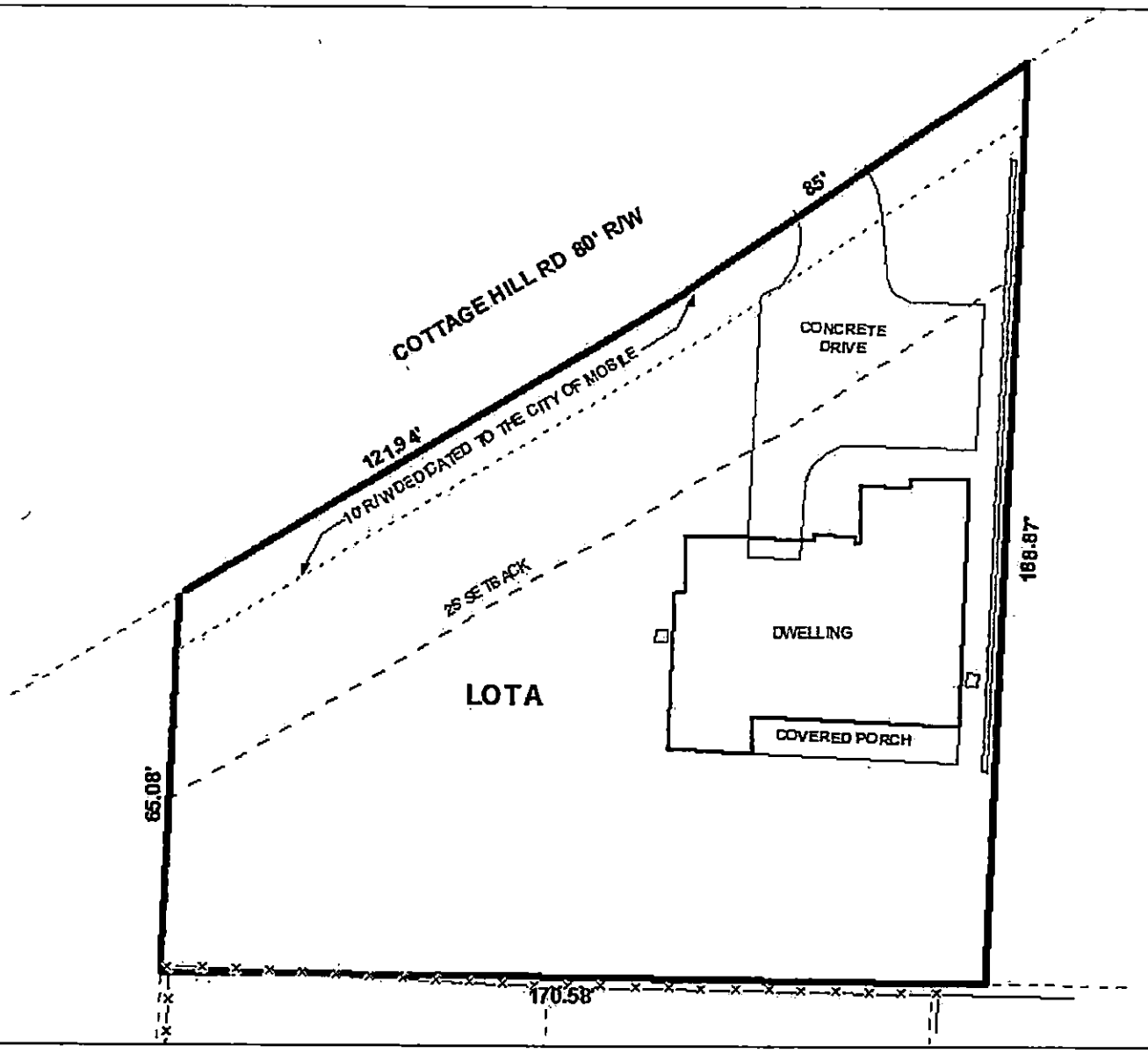
APPLICANT Spring Hill Insurance Company Inc.

REQUEST Rezoning from B-1 to R-1

N

NTS

# SITE PLAN




The site plan illustrates the existing building, setbacks and right of ways.

APPLICATION NUMBER 12 DATE July 18, 2019

APPLICANT Spring Hill Insurance Company Inc.

REQUEST Rezoning from B-1 to R-1

N

NTS

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

**Submitted by:**

Jennifer White, Traffic Engineering

**Sponsored by:**

Councilmember Josh Woods and Mayor William S. Stimpson

**Purpose and Scope of Project:**

Retime and upgrade various traffic signals along Grelot Rd, Cottage Hill Rd, University Blvd, and Hillcrest Rd.

**Amount of Contract:**

$76,199.00

**Effective Date of Contract:**

8/28/2023

**Funding Source**

**Project #** District 6 Traffic Signal Improvements 2022-2060-09 — **Discretionary Funds**

**Project String** 2000 20002000 48020 — **Contract Number:**4592

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

**Grant Funds** — **Matching Funds**

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| Capital Summary Sheet | Cover Memo | 8/17/2023 |
| Contract | Cover Memo | 8/17/2023 |
| resolution | Cover Memo | 8/23/2023 |

**REVIEWERS:**

| Department Reviewer | | Action | Date |
|---|---|---|---|
| Traffic Engineering | White, Jennifer | Approved | 8/17/2023 - 4:12 PM |

| | | | |
|---|---|---|---|
| Capital | Rhodes, Brenda | Approved | 8/18/2023 - 12:06 PM |
| Legal | Kern, Chris | Approved | 8/21/2023 - 5:50 PM |
| Mayors Office | Montgomery, Brandi | Approved | 8/24/2023 - 3:13 PM |

**CAPITAL CONTRACT SUMMARY SHEET**

**(2 COPIES REQUIRED)**

CONTRACT #

**PROJECT NAME:** District 6 Traffic Signal Improvements

**PROJECT #** C0727 **DATE OF RECEIPT** August 15, 2023

**PROJECT DESCRIPTION** Retiming and hardware improvements for various signals

Located in District 6

**CONTRACT AMOUNT** $76,199.00

**VENDOR NAME** AECOM Technical Services, Inc.

**VENDOR NUMBER** 281031

**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 15, 2023**

# DISTRICT 6 TRAFFIC SIGNAL IMPROVEMENTS

## PROJECT NO. 2022-2060-09

**ENGINEER:**
**AECOM Technical Services, 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 **AECOM Technical Services, 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 **AECOM Technical Services, 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. 2022-2060-09.** This is for engineering design of traffic signal timing improvements and implementation for seventeen intersections within Council District 6. (See Exhibit A for location map). **The professional engineering design services includes the design and preparation of traffic signal timing 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

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.

The scope of work is divided into the following Phases:

1. Preliminary Design Phase
2. Implementation Phase

A detailed scope for each phase of work is included as Exhibit B.

The CITY will review submittals made during the preliminary 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.

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.

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 C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the 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 C 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 C and shall not exceed $76,199 (Seventy-Six Thousand One Hundred and Ninety-Nine 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 C.

2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed $76,199 (Seventy-Six Thousand One Hundred and Ninety-Nine 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:_____

AECOM Technical Services, Inc.

By: John E. Lobdell

Print: JOHN E. LOBDELL

Its: ASSOCIATE VICE PRESIDENT

Address: 3800 COLONNADE PKWY, SUITE 400
BIRMINGHAM, AL 35243

Telephone: 205-970-1443

STATE OF ALABAMA
CITY OF MOBILE

I, Kelli Kelly, a Notary Public in and for said State and County, hereby certify that John E Lobdell, whose name as Associate Vice President of AECOM Technical Services, 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 10th day of August, 2023.

Kelli N Kelly
NOTARY PUBLIC

My Commission Expires: 10-25-2026

KELLI N. KELLY
Notary Public, Alabama State at Large
My Commission Expires October 25,2026

**EXHIBIT A:**

**PROJECT LOCATION**

***City of Mobile Council District 6***
***Signalized Intersections***

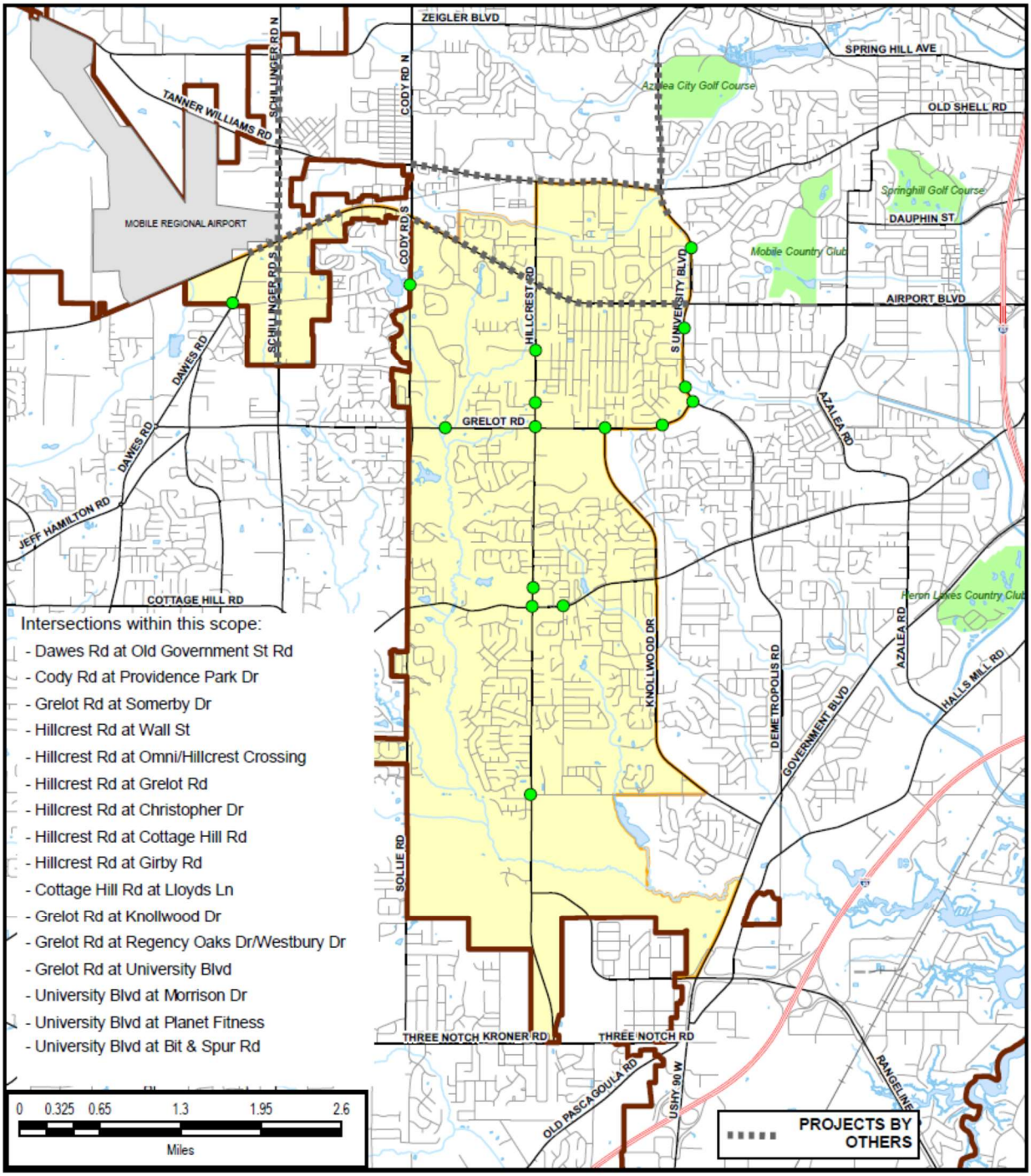


**EXHIBIT B:**

**DETAILED SCOPE OF SERVICES**

# AECOM City of Mobile Signal Retiming Scope of Services

## A: GENERAL REQUIREMENTS

The purpose of this contract is to provide the City of Mobile with professional services for conducting needed corridor retiming efforts for **fifteen (15) intersections** identified under Section B of this scope of work. A major objective of this contract is to improve efficiency and safety along the corridors as expeditiously as possible while maintaining a high degree of thoroughness and professionalism.

The CONSULTANT shall ensure that the task and studies requiring field activities are conducted professionally and in a manner that utilizes accepted safety methods and practices. The safety of the traveling public and the CONSULTANT'S field staff shall be an essential goal of each field study activity.

### Personnel

The CONSULTANT'S work shall be performed and/or directed by the key personnel identified in the technical/fee proposal presentations by the CONSULTANT. Any changes in the indicated personnel or the CONSULTANT'S office in charge of the work as identified in the CONSULTANT'S proposal shall be subject to review and approval by the City of Mobile.

### Subcontracting

Should the CONSULTANT require the services of a specialist for specialty work, the CONSULTANT is authorized to subcontract these services under the provisions of the Standard CONSULTANT Agreement. Firms selected for subcontracts must be approved in writing and be a City of Mobile approved firm prior to the CONSULTANT authorizing any such work. The CONSULTANT shall be fully responsible for the satisfactory performance, conclusions, and recommendations of all subcontracted work.

**EXHIBIT C:**

**ENGINEER'S SUMMARY OF HOURLY RATES**

| | | | |
|---|---|---|---|
| **Project No.** | | | |
| **County** | Mobile | | |
| **Description** | Traffic Signal Timing | | |
| **Scope of Work** | Traffic Signal Optimization at 16 intersections within the City of Mobile, AL | | |
| **Project Length** | n/a | Miles | |
| | | | |
| **Consultant** | AECOM Technical Services, Inc. | | |

| **GRAND TOTAL OF FEE PROPOSAL** | | | |
|---|---|---|---|
| **Traffic Signal Optimiztion for 15 intersections** | | | $76,199 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | **GRAND TOTAL FEE** | | **$76,199** |

| | |
|---|---|
| Combined overhead rate (%) >>>>>>>>>>>>>>> | 128.43 |
| Facilities Capital Cost of Money (if used) >>>>>> | 0 |

**LABOR RATES**

| **Classification** | **Daily Rate** |
|---|---|
| Project Manager | $741.00 |
| Senior Traffic Engineer | $472.00 |
| Traffic Engineer | $325.00 |
| Technician | $304.32 |

**Certification of Out-of-Pocket Expenses:

If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

_____ _____

Signed Date

_____

Position/Title

**EXHIBIT D:**

**INSURANCE CERTIFICATIONS**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/16/2023

**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: LosAngeles.CertRequest@Marsh.Com
CN101348564-STND-GAUE-23-24 08 2023

**CONTACT NAME:** Marsh | U.S. Operations
**PHONE (A/C, No, Ext):** 866-966-4664 **FAX (A/C, No):** 212-948-0533
**E-MAIL ADDRESS:** LosAngeles.CertRequest@marsh.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : ACE American Insurance Company | 22667 |
| INSURER B : N/A | N/A |
| INSURER C : Illinois Union Insurance Co | 27960 |
| INSURER D : N/A | N/A |
| INSURER E : | |
| INSURER F : | |

**INSURED**
AECOM
AECOM Technical Services, Inc.
3800 Colonnade Parkway, Suite 400
Birmingham, AL 35243

**COVERAGES** **CERTIFICATE NUMBER:** LOS-002701918-01 **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**<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | | | HDO G47334275 | 04/01/2023 | 04/01/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 3,000,000<br>$ 3,000,000<br>$ 5,000<br>$ 3,000,000<br>$ 3,000,000<br>$ 3,000,000 |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | | ISA H10735531 | 04/01/2023 | 04/01/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 3,000,000<br>$<br>$<br>$ |
| | [ ] **UMBRELLA LIAB** [ ] OCCUR<br>[ ] **EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |
| C | ARCHITECTS & ENG.<br>PROFESSIONAL LIAB. | | | EON G21654693 005<br>"CLAIMS MADE" | 04/01/2023 | 04/01/2024 | Per Claim/Agg<br>Defense Included | 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Re: Client Reference #: 2022-2060-090

City of Mobile, Alabama is named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract. Waiver of Subrogation is applicable where required by written contract with respect to GL and AL.

**CERTIFICATE HOLDER**

City of Mobile, Alabama
852 Gayle Street
Mobile, AL 36604

**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 Risk & Insurance Services*

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# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Marsh Risk & Insurance Services | AECOM<br>AECOM Technical Services, Inc.<br>3800 Colonnade Parkway, Suite 400<br>Birmingham, AL 35243 |
| 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

Workers Compensation/Employer Liability cont.

| Policy Number | Insurer | States Covered |
|---|---|---|
| WLR C50710129 | Indemnity Insurance Company of North America - NAIC # 43575 | AOS |
| WLR C50710014 | ACE American Insurance Company - NAIC # 22667 | MA |
| SCF C50710257 | ACE Fire Underwriters Insurance Company - NAIC # 20702 | WI Retro |


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STATE OF ALABAMA
COUNTY OF MOBILE

**AFFIDAVIT OF VENDOR / CONTRACTOR**

Before me, a Notary public, personally appeared JOHN E. LOBDELL (affiant) who, being duly sworn says as follows:

ASSOCIATE VICE President/CEO of AECOM TECHNICAL SERVICES, INC.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as ASSOCIATE VP for AECOM TECHNICAL SVCS, INC. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said AECOM TECHNICAL SVCS is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 611088582 .

John E. Lobdell

~~CEO~~ AVP of AECOM TECHNICAL SERVICES, INC.

Sworn to and subscribed before me this the 16th day of August, 2023.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Kelli N Kelly

Signature and Seal of Notary Public

KELLI N. KELLY
Notary Public, Alabama State at Large
My Commission Expires October 25,2026

KELLI N. KELLY NOTARY PUBLIC ALABAMA STATE AT LARGE

# **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: | AECOM Technical Services, Inc |
| City of Mobile Project Name: | District 6 Traffic Signal Improvements |
| Capital Project No.: | CO727 |
| Contract Amount: | $76,199.00 |

Adopted:

_____

City Clerk

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

**Submitted by:**

Cassie Boatwright, Real Estate Asset Management Dept

**Sponsored by:**

Councilmember Carroll and Mayor Stimpson

**Purpose and Scope of Project:**

To repair four granite monument panels & concrete veneer panels at Unity Point Park

**Amount of Contract:**

$44,000.00

**Funding Source**

**Project #** Unity Point Park - Fountain Repairs PR-032-23 **Discretionary Funds**

**Project String** C0861 CIP Unity Park Repairs (20002000-48010) **Contract Number:**4596

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

**Grant Funds** **Matching Funds**

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| PR-032-23 Unity Point Park - Fountain Repairs | Cover Memo | 8/21/2023 |
| contract_page 1_CORRECTED | Cover Memo | 8/21/2023 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Architectural Engineering | Boatwright, Cassie | Approved | 8/23/2023 - 5:43 PM |
| Capital | Rhodes, Brenda | Approved | 8/24/2023 - 9:11 AM |
| Legal | Kern, Chris | Approved | 8/24/2023 - 10:08 AM |

| | | | |
|---|---|---|---|
| Mayors Office | Montgomery, Brandi | Approved | 8/24/2023 - 3:11 PM |

# RESOLUTION

**2023**

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

| | |
|---|---|
| Name of Company: | JUSTUS J. ADDISS IV d/b/a J & A CONTRACTING |
| Project Name: | UNITY POINT PARK – FOUNTAIN REPAIRS |
| Project Number: | PR-032-23 |
| Amount: | $44,000.00 |

Adopted:

_____
City Clerk

# CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

**PROJECT NAME:** CIP UNITY PARK REPAIRS

**CAPITAL PROJECT #:** C0861 (20002000-48010)

**CONTRACT AMOUNT:** $44,000.00 **DATE OF RECEIPT:** _____

**ARCHITECTURAL ENGINEERING PROJECT #:** PR-032-23

**PROJECT DESCRIPTION:** FOR THE REPAIR OF FOUR GRANITE MONUMENT PANELS AND CONCRETE VENEER PANELS AT UNITY POINT PARK (900 SPRING HILL AVE).

**VENDOR NAME:** JUSTUS J. ADDISS IV d/b/a J & A CONTRACTING

**VENDOR NUMBER:** 294792

**DEPT #:** 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

**CONTRACT ADMINISTRATOR:** CASSIE BOATWRIGHT (Director of REAM)

**Please Select by circling one (Type):**

| | | | |
|---|---|---|---|
| Architectural | Engineering | Testing | Professional Services |
| Construction (Unit Price)* | Construction** | ROW (Acquisitions) | |
| Performance-Contributed | Contractual | Non-Contractual | |

**RETAINAGE INFORMATION:**

**SHOULD RETAINAGE BE WITHHELD?** Y X N ___ ; 5% of the 1st 50% ___ 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:** Katie Cassil – Secretary III **Date:** 8/21/2023

# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this _____ day of _____ 2023.

BETWEEN the **Owner**: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633-1827

And the **Contractor**: Justus J. Addiss IV d/b/a J & A Contracting
2915 South Sherwood Drive
Mobile, Alabama 36606

City Business License No.: 101512

Secretary of State Registration No.: N/A

For the following **Project**: Unity Point Park – Fountain Repairs
900 Spring Hill Avenue
Mobile, Alabama 36604

Project Number: PR-032-23

The Owner and Contractor agree as set forth below:

## 1.0 CONTRACTOR'S SERVICE

**1.1** The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is Forty-Four Thousand and no/100 Dollars ($44,000.00), which includes a Contingency Allowance of Five Hundred and no/100 Dollars ($500.00).

**1.2** If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

## 1.3 ALLOWANCE

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required

for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.

C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

**1.4 UNIT PRICES**

A. Provide Unit Prices for items listed, for inclusion in the Contract, guaranteed to apply for duration of the Project as a basis for additions to or deductions from Contract Sum. Actual quantities and measurements supplied or placed in the Work will be reported by the Contractor, and will the basis for determining payment. Unit Price amounts include full compensation for all required labor, products, tools, equipment, transportation, services, and incidentals, and for the erection, application, or installation of an item of the Work.

B. List of Unit Prices:
   a. Unit Price #1
      i. Repair One Concrete Veneer Panel, EA.
         1. $800.00

**2.0 OWNER'S REPRESENTATIVE**

**2.1** The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

**3.0 GENERAL REQUIREMENTS**

**3.1** The Contractor shall deliver the Work complete within sixty (60) calendar days from the date of the written Notice to Proceed.

**3.2** The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

**3.3** This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

**3.4** All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

**3.5 LIQUIDATED DAMAGES**

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains incomplete or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work. The amount of which shall be deducted by the Owner, and shall be retained by the Owner, out of monies otherwise due to the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

**3.6. INSURANCE**

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured,*** and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama and the United States of America, including the U.S. Longshore & Harbor Workers Act and the Jones Act, if applicable.

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. United States Longshoreman's Harbor Worker's Act

4. Jones Act Coverage if applicable) placed either in the Workers Compensation or through the Marine General Liability.

B. Comprehensive General Liability Insurance and/or Marine General Liability:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor. Marine General Liability shall include Premises and Operations, Personal & Advertising Injury, Products & Completed Operations, Protection & Indemnity including vessel and crew (if applicable).

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage. /$2,000,000 Aggregate on a "Per Project" Basis.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Deletion of watercraft exclusion with respect to non-owned vessels and contractual liability for watercraft exposure not covered by Protection and Indemnity policy.

5. The Marine General Liability policy must include an endorsement to cover "Sudden and Accidental Pollution."

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.

D. Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication, or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of 3% of insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A "named storm" endorsement is required. The deductible shall be a maximum of 3% of insured value.

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

**Additional Insured** - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

**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.

**Notice of Cancellation** – Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

**Certificates of Insurance** – General – Within ten (10) calendar days from date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (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.

**If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles**, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

**3.7** 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 an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

**3.8** **INDEMNIFICATION:** The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities,

whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

**3.9** 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.

**3.10** Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

**3.11** 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.

**3.12 BEST MANAGEMENT PRACTICES (BMPs):** The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and disposed of.

**3.13 METHOD of PAYMENT:** Contractor shall provide two notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.

**3.14 TERMINATION of CONTRACT:** The City may terminate the contract upon thirty (30) days written notice. Notice from the City shall be mailed to the address provided by the Contractor on this form. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

## 3.15 RETAINAGE

For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

The net amount of the Retainage shall be equal to two- and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

## 3.16 PROOF OF ADVERTISEMENT of COMPLETION

(a) Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty Thousand and 00/100 Dollars ($50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

(b) Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that **Justus J. Addiss IV d/b/a J & A Contracting** has completed the contract **PR-032-23** for **Unity Point Park – Fountain Repairs, 900 Spring Hill Avenue, Mobile, Alabama 36604**. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

## 3.17 CONTRACTOR WARRANTY and CERTIFICATION

A._Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.

## 4.0 CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Request for Quotes documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via

Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.

C. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement);
2. Scope of Work – Exhibit A;
3. Waiver of Disadvantaged Business Enterprise Goal;
4. E-Verify Documentation;
5. Certificate of Insurance with Endorsements;
6. Request for Quotes Documents, dated April 20, 2023
7. Addendum No. 1, dated April 21, 2023; and
8. Pre-Quote Conference Documents, dated April 20, 2023.

**5.0 DISPUTE RESOLUTION**

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

**6.0 FORCE MAJEURE**

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

**7.0 NONDISCRIMINATION**

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

B. Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

**8.0 NON-ASSIGNMENT**: Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

**9.0 SEVERABILITY CLAUSE**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity,

illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

## 10.0 IMMIGRATION LAWS

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

## 11.0 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***

**IN WITNESS WHERE OF,** the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority and the Contractor by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

**Legal Name of Party to Contract:**
**OWNER: City of Mobile**

Signature

William S. Stimpson, Mayor
Printed Name and Title

**CONTRACTOR: Justus J. Addiss IV dba J & A Contracting**

Justus J. Addiss IV
By Signature

Justus J. Addiss IV, Owner
Printed Name and Title

**(Corporate Seal if applicable)**

**ATTEST: City of Mobile**

City Clerk

**Contractor:**

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Justus J Addiss as Owner of J & A Contracting and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 11th day of July, 20 23.

NOTARY PUBLIC
My Commission Expires:

ANTHONY DWYANE RABB NOTARY PUBLIC STATE OF ALABAMA COMM. EXP. 08-01-2023

ANTHONY DWYANE RABB NOTARY PUBLIC ALABAMA STATE AT LARGE

**EXHIBIT A**
**SCOPE OF WORK**

UNITY POINT PARK – FOUNTAIN REPAIRS

Project # PR-032-23

The work of this contract consists of repairing four granite monument panels and concrete veneer panels.

END OF SCOPE OF WORK

City of Mobile
Office of Supplier Diversity

## REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# PR-032-23 Current Date 5 / 12 / 23

Project Description Unity Point Park - Fountain 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.

Repair granite and concrete veneer panels, soft wash, polish and seal granite panels.

PERFORMING ALL WORK. ONLY MINOR MATERIALS

Requested By (Department Director)

(Signature) Dir. of REAM (Title) 5/12/2023 (Date)

251.208.7627
Telephone Number

boartwright@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

(Signature) Supplier Diversity Manager (Title) 5/23/2023 (Date)

Approved By (CAO)

| Information Required for the E-Verify Program<br>**Information relating to your Company:** | |
|---|---|
| Company Name | J&A Contracting |
| Company Facility Address | 2915 SOUTH SHERWOOD DRIVE<br>MOBILE, AL 36606 |
| Company Alternate Address | 2915 SOUTH SHERWOOD DRIVE<br>MOBILE, AL 36606 |
| County or Parish | Mobile |
| Employer Identification Number | 20-3019386 |
| North American Industry Classification Systems Code | Construction Of Buildings (236) |
| Parent Company | |
| Number of Employees | 1 to 4 |
| Number of Sites Verified for | 1 |

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

| | |
|---|---|
| Employer | |
| Name (Please Type or Print) | Title |
| Signature | Date |
| E-Verify Employer Agent<br>Verify I-9, LLC | |
| Name (Please Type or Print)<br>Robert Griggs | Title |
| Signature<br>Electronically Signed | Date<br>April 25, 2017 |
| Department of Homeland Security – Verification Division | |
| Name | Title |
| Signature | Date |

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/13/2023

**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 Darling Agency, Inc.
3812 Cottage Hill Road
Mobile, AL 36609-6510

CONTACT NAME: Greg Darling
PHONE (A/C, No, Ext): 251-661-3098 FAX (A/C, No): 251-665-9243
E-MAIL ADDRESS: greg@thedarlingagency.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Spinnaker Insurance Company | 24376 |
| INSURER B : Haulers Insurance Company | 31550 |
| INSURER C : Accredited Surety and Casualty Company | 26611 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Justus Addiss
dba J&A Contracting
2915 S Sherwood Dr
Mobile AL 36606

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | X | X | CSG-00079771-00 | 04/21/2023 | 04/21/2024 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 50,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| B | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X]<br>HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X] | X | X | BA2017AL0029 | 09/21/2022 | 09/21/2023 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB [ ] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | X | 1AUIAL160129824001 | 03/07/2023 | 03/07/2024 | [X] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Concrete or Cement Work- Floors, Driveways, Yards, Sidewalks. Unity Point Park - Fountain Repairs 900 Springhill Ave Mobile, AL 36604

City Of Mobile is included as Additional Insured in respect to the General Liability and Automobile Liability. All policies, except Workers Compensation, shall be Primary and Non-Contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver Of Subrogation applies in favor of City Of Mobile with respect to General Liability, Automobile Liability, and Workers Compensation and Employer's Liability. 30-day Notice of Cancellation, Non-Renewal or material change shall apply (except 10 days for non-payment)

**CERTIFICATE HOLDER**
City Of Mobile
PO Box 1827
Mobile, AL 36633-1827

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

**AUTHORIZED REPRESENTATIVE**
Greg Darling

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – WITH ADDITIONAL INSURED REQUIREMENT IN CONSTRUCTION CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**Section II – Liability** is amended as follows:

**A.** The following is added to Paragraph **C. Who Is An Insured:**

**3.** Any person(s) or organization(s) for whom you are performing operations is also an additional insured, if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be included as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

**a.** Your acts or omissions; or

**b.** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

**a.** Only applies to the extent permitted by law; and

**b.** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends on the earlier of the date:

**a.** When your operations for that insured are completed; or

**b.** The contract or agreement you have entered into with the additional insured is terminated.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

**1.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

**2.** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement you have entered into with the additional insured; or

**2.** Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

**D.** This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless in writing in a contract or agreement described in A. above specifically requires that this insurance be provided on either a primary basis or a primary and noncontributory basis.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

**SCHEDULE**

| **Name of Person or Organization:** |
| --- |
| Any person or organization with whom you agree in a written contract, executed prior to loss, to waive our right to recovery under this Businessowners Coverage Form. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us in Section III – Common Policy Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to Paragraph **H. Other Insurance** of **Section III – Common Policy Conditions** and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.


© Insurance Services Office, Inc., 2012

J & A Contracting
2915 S. Sherwood Dr.
Mobile, Alabama 36606
251-623-0458

July 11,2023

City of Mobile
205 Government St.
P.O. Box 1827
Mobile, Alabama 36633

Attn: Roger Washington

Roger,

Per our conversation in reference to the contract documents the following are excluded:

3.6- Insurance

Sub-Paragraph A.
Section 3.
Section 4.

Sub-Paragraph B.
Section 1.
Section 4.
Section 5.

Sub-Paragraph D.
Sections A,B,C.D,E

As discussed there is no Maritime work or Building of any structures on this project.
This contract is repair work only.

Sincerely,

Justus Addiss

**REQUEST FOR QUOTES**

Unity Point Park –Fountain Repairs
900 Spring Hill Avenue, Mobile, Alabama 36604
PR-032-23

Notice is hereby given that the City of Mobile will receive quotes, submitted to the Architectural Engineering Department, 5th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama, 36602 until 2:15 PM local time on Wednesday, May 3, 2023, for the above stated project. Additional instructions are detailed in the request for quotes documents.

A pre-quote meeting shall be held at the project site, meeting at Unity Point Park, on Thursday, April 20, 2023 at 10:00 AM local time. It is recommended that a representative of the contractor be in attendance throughout the meeting, and sign-in in order to submit a quote and receive any project addendum for this project.

Request for Quotes are on file and may be examined and obtained from the following location:

www.cityofmobile.org/bids/

Disadvantaged Business Enterprise participation may be required. A Directory of DBE Vendors can be found at the following location:

https://workwith.cityofmobile.org/

# ARCHITECTURAL ENGINEERING DEPARTMENT
# REQUEST FOR QUOTES
## April 20, 2023

**The City of Mobile will receive quotes for the following Project:**

| | |
|---|---|
| **Project Name:** | Unity Point Park – Fountain Repairs |
| **Project Location:** | 900 Spring Hill Avenue, Mobile, Alabama 36604 |
| **Project Number:** | PR-032-23 |

**Summary of Work:** Include providing all labor, supplies, tools, and equipment required to dry grind, repair, and polish the monument's granite panels in order to create a plan that will allow water to flow across the granite surface evenly with the least amount of splashing possible at the surface seams. The contractor is also required to repair the exterior fountain walls in accordance with the specifications in this RFQ document.

- The Contractor shall use the appropriate dry grinding tools to evenly grind the surface of the four bottom granite panels so that the bottom panels are on the same plane as the four upper granite panels.
- The Contractor is to remove all of the delaminated precast concrete panels from the fountain wall's base. The Contractor shall remove the existing mastic from rear of concrete panels and wall substrate, clean and prep to be reapplication.
    - The Contractor is to wash the substrate to remove any loose dirt and debris, creating a clean bonding surface for the concrete veneer panels to adhere. Contractor shall coordinate inspection of wall with project manager after cleaning substrate.
    - The contractor shall install the concrete veneer panels to the fountain wall, while wall is still damp, using Type S mortar mix, per the manufacturer's instruction. Concrete veneer panel shall installed at same height, spacing and depth as the adjacent panels. Panels shall be braced in place for 24 hours or until mortar mix has set. Excess mortar shall be cleaned from joints and brushed from surfaces using a wire brush and whiskbroom.
    - Existing mortar joints shall be removed to a depth of ¾". Contractor shall then wash down the wall to remove any loose mortar debris that is remaining. Contractor shall re-grout joints using mortar mix using Type S mortar mix.

- Contractor shall soft wash the entire fountain base, monument and monument base, per City of Mobile

**Important Dates:**

| | |
|---|---|
| Pre-Quote Meeting: | Thursday, April 20, 2023 at 10:00 AM. |
| Quotes Due: | Wednesday, May 3, 2023 at 2:15 PM. |

**Examination of Documents:** Before submitting a Quote, Contractors shall carefully examine this RFQ (including attachments), visit the site (including recommended attendance at the Pre-Quote meeting), fully inform themselves as to existing conditions and limitations, and include in the Quote a sum to cover the cost of all items included in the RFQ and as necessary to perform the work. The submission of a Quote will be considered as conclusive evidence that the Contractor has made such examination.

**Pre-Quote meeting** shall be held on Thursday, April 20, 2023 at 10:00 AM., meet at the Unity Point Park, 900 SpringHill Ave, Mobile, AL 36604. Contractors shall not park in the grass. Contractors are recommended to have a representative present and sign-in in order to receive addendum. Contractors shall view and verify all existing conditions during the Pre-Quote meeting. No additional site visits are scheduled, but may be arranged with the Project Manager upon request. Request for Quotes are on file and may be examined and obtained from the following: https://www.cityofmobile.org/bids

All **Requests for Information (RFI's)** and requests for substitutions shall be submitted in writing to the Project Manager no later than 3:00 PM, five (5) business days prior to the Quote submittal date. Responses shall be in the form of a written Addendum posted on www.cityofmobile.org/bids . Receipt of all addenda shall be acknowledged by the contractor on the Quote form. Failure to acknowledge Addenda may result in disqualification of the Quote.

**This is NOT a tax-exempt project. Quoters shall include sales and use taxes in their quote amount.**

Contractors may use on-site utilities and facilities, such as power, water. Lock and secure vehicles and tools while working at the facility. Contractor shall have access to the work site, as approved by the Owner, between 7:00am - 6:00pm Monday through Friday. Additional access may be coordinated with the Owner representatives in advance. The contractor shall protect site from use during construction. The area must be clear of tools, debris and materials at all times to ensure the safety of those using the site. Debris shall be removed and disposed of daily. No temporary storage will be available for this location. Obey all City and Facility regulations.

The Contractor shall deliver the work complete within Sixty (60) calendar days from the date of the written Notice of Proceed.

A. In order to coordinate the Contractor's work schedule with the Owner, within five (5) calendar days of the receipt of quotes, the Apparent Low Quoter shall meet with the Owner to discuss scope, Owner scheduling and priorities. The Apparent Low Quoter shall then provide a proposed schedule within five (5) calendar days of the initial meeting for Owner review and approval.

B. The Contractor may requests rain days, but only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. Contractor is to submit requested rain days each week. Do not wait for the end of the project to submit rain days.

**Unit Prices:**
Provide Unit Prices for items listed, for inclusion in the Contract, guaranteed to apply for duration of the Project as a basis for additions to or deductions from Contract Sum. Actual quantities and measurements supplied or placed in the Work will be reported by the Contractor, and will the basis for determining payment. Unit Price amounts include full compensation for all required labor, products, tools, equipment, transportation, services, and incidentals, and for the erection, application, or installation of an item of the Work.

**Allowance:**
Include in the Total Base Quote a stipulated allowance(s) as indicated on the Quote Form for the use upon Owner's instruction. Upon Contractor inspection and Owner approval, any additional work that may be required, but not covered in the original Scope of Work (Base Scope Quote), shall be added to the scope and cost charged against the Contingency Allowance. Contractor's cost for products, delivery, installation labor, insurance, payroll, bonding, equipment rental and overhead and profit will be included in the Allowances. Contractor's markups on allowances are limited to 10% for subcontractor's work and 15% for his own forces.

Use of Contingency Allowance shall be approved in writing by the Owner before any materials are ordered or work performed.

Upon completion of the Work, any unused portion of the Allowances shall be credited back to the City of Mobile in the form of a Change Order.

**Quotes** (stipulated sum):
Quotes for the above Scope of Work will be received until **Wednesday, May 3, 2023 at 2:15 PM.,** in the Architectural Engineering Department, 205 Government Street, P.O. Box 1827, Mobile, Alabama 36633. Quotes in amounts less than $50,000 may be submitted in person, faxed, e-mailed or mailed to the Project Manager at the address indicated. Quotes $50,000 or greater shall be submitted in a sealed 9"x12" envelope with the Contractor's General Contractors license information written on the outside of the bid envelope. Quotes for $50,000 or more shall have a Bid Surety payable to Owner, City of Mobile, in the amount of 5% of the Base Quote drawn on an Alabama bank. Contractor is responsible for his quote arriving on time. Quotes will be reviewed in the Architectural Engineering Department following the time established for receipt of Quotes.

A. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) calendar days after the time designated for receipt of bids.

B. The City of Mobile will have sixty (60) days from the bid opening date to award contract.

**Bond Requirements:**
For contracts that exceed $50,000.00, a Bid Bond (or Bid Security), Performance Bond and a Labor and Material Payment Bond shall be required.

A. Cost of Bonds shall be included in the Contractor's bid.

B. A Surety authorized to do business in the State of Alabama must issue Bonds.

C. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

**Bid Security/Bid Bond:**

A. A Cashier's Check drawn on an Alabama bank or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than $10,000.00 is required to accompany Bid.

B. The Bid Security of the three lowest bidding Contractors shall be retained by the Owner until a contract is executed for the project.

A City of Mobile Business License is required and must be current at contract execution and throughout duration of contract.

**Within ten (10) calendar days from the date of issuance of Contract forms for execution, the Contractor shall deliver to the City of Mobile the following items along with the electronically signed Owner Contractor Agreement:**

1. Proof of enrollment in the Federal E-Verify program (see sample document attached as Exhibit 1)

2. Contract form example "Agreement Between Owner and Contractor For A Stipulated Sum" (sample attached as Exhibit 2)

3. Certificate of Insurance and policy endorsements in accordance with City of Mobile Insurance Requirements (attached as Exhibit 3 with sample documents)

4. Company's current W-9 Tax Form and City of Mobile Vendor Information Form (Documents attached). Vendor may also show evidence of enrollment in the City of Mobile's Vendor Registration System: https://www.cityofmobile.org/bids/vendor-

For **Payment**(s), each month until project completion, submit two (2) notarized signature originals of the Application and Certificate for Payment, on AIA Documents G702 and G703. (Electronic forms will be provided by City of Mobile Architectural Engineering Department upon request of the Contractor.) Each Pay Application shall be based on the most recent schedule of values submitted by the Contractor. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work, and shall form the basis for review and approval of the Contractor's Application for Payment. The amount of progress payments may be reduced by 1.) amounts previously paid by Owner, 2.) uncorrected Work, 3.) non-payment of sub-contractor, 4.) defects discovered since last pay application, 5.) retainage. Prior to Substantial Completion of the Work,

the Owner will hold **Retainage** from the payment otherwise due as follows: Five percent (5%) of the first fifty (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in contract sum by Change Order shall also be subject to retainage. The net amount of the Retainage shall be equal to two and one half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

At **Substantial Completion** of the project, the Contractor shall publish a "Notice of Final Completion" of the contract in a locally published newspaper of general circulation, in accordance with Code of Alabama, Title 39, Section 39-1-1. For final Contract Sums less than fifty thousand dollars ($50,000.00), the Contractor shall also provide an electronic or hard copy of the Notice verbiage, on company letterhead, to the Project Manager at the same time the Notice is submitted to the newspaper. Contracts over $50,000, the Contractor shall publish four successive weeks. Within five working days after publication, the Contractor shall provide an original notarized proof of publication to the Project Manager.

**The "Notice of Final Completion" shall read as follows:**

> STATE OF ALABAMA
> COUNTY OF MOBILE
> NOTICE OF COMPLETION
> In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the contract for **Unity Point Park –Fountain Repairs, PR-032-23, 900 SpringHill Avenue, Mobile, Alabama 36604.** All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P.O. Box 1827, Mobile, AL 36633-1827.

**Liquidated Damages:** A time charge equal to two hundred fifty dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or required closeout documents are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

**Contractor's Warranty:** Contractor shall provide a written warrantee to the Owner that all materials furnished under the contract are of good quality and new. Contractor shall further warrant that the Work conforms to the requirements of the information contained in this Request For Quotes and will be free from defects. Work and/or materials not conforming to these requirements may be considered defective and shall, within one (1) year from date of Substantial Completion of the Project, be promptly replaced or corrected without cost to the Owner. Contractor shall also provide manufacturer's warranties for products used.

**Close Out Documents:** Shall consist of as built drawings, warrantees, approved submittals and other documents required by the RFQ document. They shall also include original executed copies of the following AIA Documents:

1. Contractor's Affidavit of Payment of Debts and Claims - G706

2. Contractor's Affidavit of Release of Liens - G706A
3. Consent of Surety to final Payment - G707 (if bonds are required)

Contact the Project Manager, Roger Washington, at the City of Mobile, Architectural Engineering Department, 251-208-7812 phone, 251-214-1488 mobile, 251-208-7894 fax or e-mail roger.washington@cityofmobile.org for further clarification regarding this Request for Quotes.

MOBILE
ALABAMA

# Addendum No. 1

To: Pre-Quote Meeting Attendees and Registered Plan holders

From: City of Mobile Architectural Engineering Department

Re: Unity Point Park - Fountain Repairs
Project #PR-032-23

Date: April 21, 2023

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated April 20, 2023. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Quoter to disqualification.

**General:**

Item 1. The Pre-Quote Meeting Agenda ***with Modifications*** and Pre-Quote Meeting Acknowledgment Roster, dated April 20, 2023 are attached and form part of Addendum No. 1. Revisions to the Pre-Quote Agenda are indicated with a strike-through for deletions and ***bold italic*** typeface for additions.

Item 2. BID DATE: Change the bid date in all references to May 10, 2023 in all portions of the Request for Quotes.

Item 3. Contractor shall deliver the work completed within Seventy-Five (75) calendar days from the date of written Notice to Proceed. All construction activity must be complete on or before September 1, 2023.

**Clarifications:**

Item 1. Quotes $50,000 or greater shall be submitted in a sealed 9"x12" envelope with the Contractor's General Contractors license information written on the outside of the bid envelope. Quotes for $50,000 or more shall have a Bid Surety payable to Owner, City of Mobile, in the amount of 5% of the Base Quote drawn on an Alabama bank. Contractor is

responsible for his quote arriving on time. Quotes will be reviewed in the Architectural Engineering Department following the time established for receipt of Quotes.

Item 2. By State of Alabama Law, notice of final completion of the contract shall be published four times in a local newspaper of general circulation.

**RFI's:**

Item 1. Is the Contractor responsible for replacing planst damaged during construction?

Response 1. The Contractor shall provide a construction schedule and the City shall remove plants from the construction area according to the schedule provided. The Contractor shall be responsible for backfilling any soil removed while replacing/repairing concrete pavers.

Item 2. Will the City of Mobile or Contractor be responsible for disconnecting electrical junction boxes installed on the perimeter of the fountain pool walls?

Response 2. The Contractor shall be responsible for disconnecting and removing any electrical connections and reconnecting them at the completion of construction.

Item 3. After the Contractor has grind and polished the four bottom granite panels, should the Contractor apply granite sealer?

Response 3. Yes, shall follow the following steps:

1. Grind and polish the uneven sections lower sections even with the upper sections.
2. Remove existing epoxy in all joints and clean joints with D natured alcohol.
3. Install backer rods in the existing joints.
4. Brush with Sika 429 primer in all joints
5. Install Sikaflex-1A urethane sealant caulk, black in color.
6. Clean all granite panel surfaces with mild detergant and seal

Item 4. Who was the original precast concrete supplier for the veneer concrete panels?

Response 4. According to City of Mobile archived files, Sunset Contracting provided and installed the concrete veneer panels in 2011-2012.

**Attachments:**

1. Pre-Quote Meeting attendance roster
2. Photos of offset granite.
3. Fountain Wall Detail

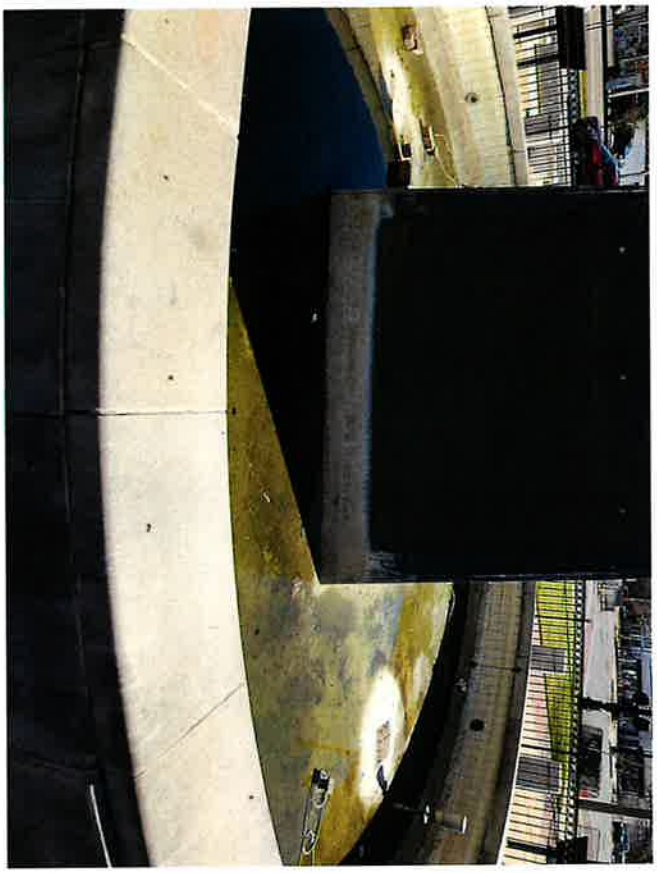
**END OF ADDENDUM NO. 1**

# ATTENDANCE ROSTER

| MEETING | PROJECT | LOCATION | DATE |
|---|---|---|---|
| Pre-Quote | UNITY POINT PARK FOUNTAIN REPAIRS | 900 Spring Hill Avenue, Mobile, Alabama 36604 | Thursday, April 20, 2023 |

PR-032-23

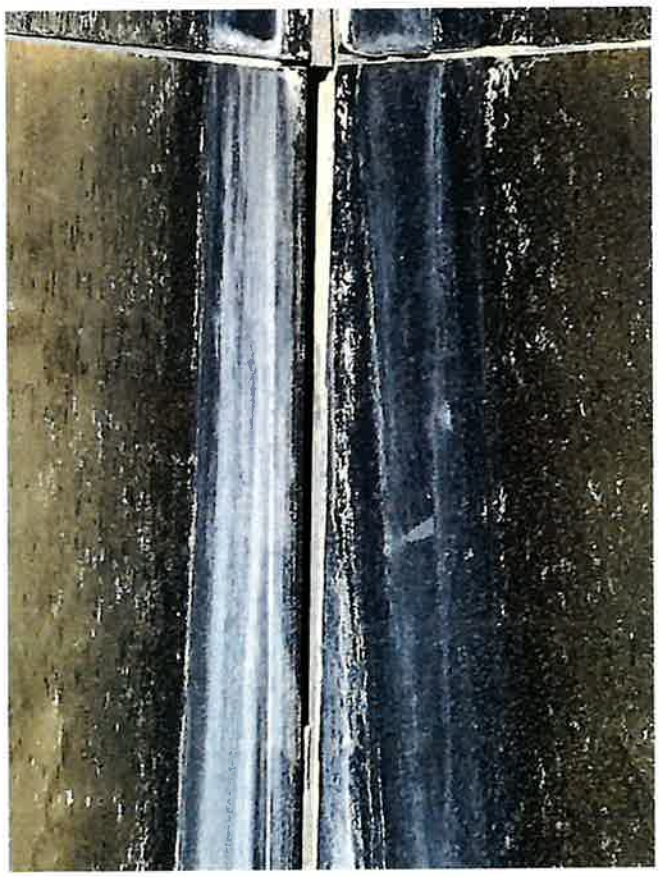
| NAME | ORGANIZATION | PHONE | FAX | CELL PHONE | E-MAIL |
|---|---|---|---|---|---|
| MIKE SMALL | MICOR INC | 251 454 4644 | | | MDS 3349 @BELLSOUTH.NET |
| Jesse Phillips | Phillips Mowing | 251 455 0523 | | 455 0523 | Jesse.Phillips63 @ GMAIL |
| Joseph Payne | J Payne Org | 2514541154 | | | J.Payne@Live.com |
| George Tapia | J+A Contracting | 251-623-1245 | | | JJgodfiss@Yahoo.com |
| Lee Arrett | Cox Pools | 251-923-6652 | | 251 | lee@coxpoolsse.com |
| Lucas Buchanan | Cox Pools | 251-379-5579 | | | lucas@coxpoolsse.com |
| Roger Cook | COM - OSD | 251-208-7632 | | | roger.cook@cityofmobile.org |



A



B

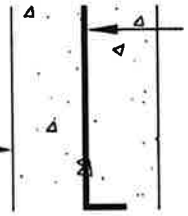


C



D

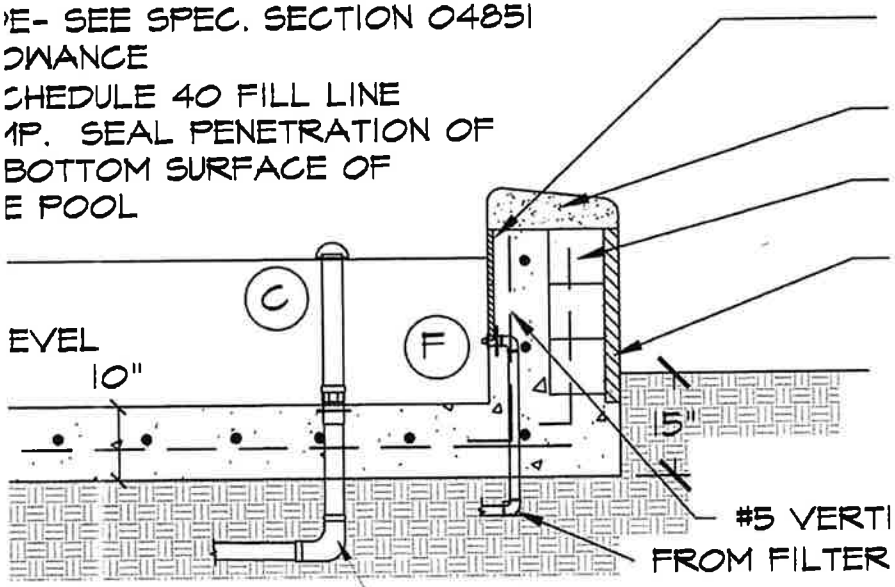
31 CONC. UPPER POOL




24" LC
'J' HO

NITE PANELS-CUT TO FIT
EPOXY W/SILICONE-
JT-FABRICATE & INSTALL
NG TO MARBLE INSTITUTE
(MIA) STANDARDS-SUBMIT
AWINGS FOR APPROVAL
TED SAND CLAY FILL IN 16" LIFTS
D GRANITE PANEL (1) 24" X 36" PANEL
E- SEE SPEC. SECTION 04851
DWANCE
CHEDULE 40 FILL LINE
MP. SEAL PENETRATION OF
BOTTOM SURFACE OF
E POOL

SECTIC
SCALE: 1"




DOUBLE ROW 8" X 8" FLAGST
SUBMIT SAMPLES

18" X 36" PRE CAST CONC. CA

8"x8"x16" CMU, REINF W/#5 VE
FILLED W/ CONCRETE

2" X 24" PRE CAST CONC. PA
(COLOR & TEXTURE BY OWNEF
INSTALL ACCORDING TO MANU
RECOMMENDATIONS. SUBMIT
SHOP DRAWING FOR APPROV

#5 VERTICAL BARS @ 12" O.C. EACH W

FROM FILTER

TO DRAIN

- 3000 PSI CONC.

BAR @ 12" O.C. EACH WAY THROUGH LOWER POOL

BARS @ 8" O.C. EACH WAY THROUGH SCULPTURE STRUCTURE

# UNITY POINT PARK
# FOUNTAIN REPAIRS
# PR-032-23

## PRE-QUOTE CONFERNCE

10:00 am April 20, 2023,
900 Spring Hill Avenue, Mobile, Alabama 36604

**AGENDA *with Modifications***

1. Attendance roster. Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.

2. Introductions - Owner Contacts, AE Project Manager.

3. Request for Quotes are on file and may be obtained from www.cityofmobile.org/bids/

4. Discussion of Scope of Work.
    a. The project consists of the fountain's monument base and exterior pool wall panels per the Request for Quotes.
    b. There is a $1,500.00 Contingency Allowance. Allowances shall be utilized only after advance written approval by the Owner. At the end of the project, remaining contingency will be returned to the City via Change Order.
    c. Protect all existing non-moveable items through the course of construction. Verify with Project Manager if non-moveable item is in conflict with work areas.
    d. Permits will not be required for this project.
    e. Contractor shall have access to the site seven days a week, 6:00 am until 6:00 pm unless approved differently by Project Manager.
    f. Contractor shall keep an exceptionally clean site. The Contractor will be responsible for the site duration the entire duration of the construction contract. Contractor may install a chain link perimeter fence around the immediate construction areas. No temporary storage will be available for this location.
    g. Contractor may utilize, without cost: power, electricity, ~~toilet, and handwashing facilities,~~ etc. if available in moderation.
    h. Protect all sodded areas, concrete sidewalks, pads and paving. Contractor shall be responsible for replacing any sodded areas and re-pouring any concrete cracked or damaged through the course of the work. It is advised that the Contractor document the area before beginning Construction.
    i. Remove waste, spoils, surplus materials, rubbish, and construction facilities from the site. All waste and construction debris shall be removed daily and not stored on site. Do not use facilities waste bins or dumpsters. Site must be kept clean.
    j. Storm and Wastewater:
        i. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay attention to Water Regulations and Allowable Discharges.
        ii. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.

k. Any observed discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to Roger Washington at roger.washington@cityofmoibile.org.
l. Cut off time for submission of RFIs is by 3:00 pm 7 days before the bid opening date. All requests are to be submitted via e-mail to Roger Washington.
m. Official clarifications or corrections will be made by written addendum sent to all prospective bidders via e-mail and posted on the City of Mobile bids website. Only clarifications immortalized in Addendums are valid.
n. The City of Mobile will provide utility line locations within the work area of the park. Contractor shall still be responsible to contact line locators for verification.

5. Special Instructions or conditions.

a. Equal Opportunity:
   i. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.
   ii. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.
   iii. The Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" ~~in the envelope~~ with their Quote Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted.
   iv. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.
   v. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.
b. City of Mobile permits are not required for the construction.

6. Quoting instructions, forms, special requirements and time.
a. Quotes will be received and clocked in until 2:15 PM local time, ~~Thursday~~ ***Wednesday***, the 3rd day of May 2023.
   i. Due to restricted access to Government Plaza offices, it is recommended that Quotes be sent by U.S. Postal Service to Office of the City Clerk, PO Box 1827, 36633-1827, if sent by regular mail or emailed to roger.washington@cityofmobile.org . Quoters are responsible for ensuring their Quotes arrive by the Quote time and date.
   ii. Quoters delivering Quotes in person shall enter Government Plaza at the Joachim Street doors and deliver quotes to Roger Washington Architectural Engineering Department 5th floor, South Tower, no later than 2:15 PM local time.
b. All Quotes not received prior to the time specified, or Quotes received after the specified time, will be automatically rejected, and returned immediately.

c. Quotes will be reviewed and the lowest Quoter will be notified shortly after review.
d. This is NOT a tax-exempt project.

7. Additional Requirements at time of Contract execution:
   a. A valid City of Mobile business license for the duration of the contract period
   b. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
   c. Performance Bond and Labor & Material Payment Bond are required.
   d. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see Project Manual or Request for Quotes documents).

8. Payment requirements.
   a. Retainage withheld at 5% of the first 50% of Construction Completed until the amount equals 2.5% of the full contract amount.
   b. The final 2.5% of the full contract amount is withheld as retainage until all close out requirements are met, proof of advertisement, warranties, Consent of Surety, and release of liens, etc. By State of Alabama Law, notice of final completion of the contract shall be published ~~four~~ ***one time*** in a local newspaper of general circulation.
   c. The City of Mobile is unable to issue payment or deposits on materials that are not on the project site, or in the City of Mobile stored in a climate controlled, bonded warehouse where a City representative can verify their presence and proper storage.

9. Owner/City of Mobile contacts and phone numbers:
   a. Roger Washington: 251-214-1488 (AE Project Manager)

10. Walk of Site

11. Adjourn

# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this _____ day of _____ 2023.

BETWEEN the **Owner**: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633-1827

And the **Contractor**: Justus J. Addiss IV d/b/a J & A Contracting
2915 South Sherwood Drive
Mobile, Alabama 36606

City Business License No.: 101512

Secretary of State Registration No.: N/A

For the following **Project**: Unity Point Park – Fountain Repairs
900 Spring Hill Avenue
Mobile, Alabama 36604

Project Number: PR-032-23

The Owner and Contractor agree as set forth below:

## 1.0 CONTRACTOR'S SERVICE

**1.1** The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is Forty-Four Thousand and no/100 Dollars ($44,000.00), which includes a Contingency Allowance of One Thousand Five Hundred and no/100 Dollars ($500.00).

**1.2** If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

## 1.3 ALLOWANCE

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

**Submitted by:**

Cassie Boatwright, Real Estate Asset Management Dept

**Sponsored by:**

Councilmember Small and Mayor Stimpson

**Purpose and Scope of Project:**

The work of this contract consists of demolishing an existing wading pool and installing a new splashpad

**Amount of Contract:**

$371,175.00

**Funding Source**

**Project #** Baumhauer-Randle Park - New Splashpad PR-092-21

**Discretionary Funds**

**Project String** C0713 Baumhauer-Randle Park - New Splashpad 20002000-48010

**Contract Number:**4597

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

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| Resolution and Contract | Cover Memo | 8/23/2023 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Architectural Engineering | Boatwright, Cassie | Approved | 8/23/2023 - 5:51 PM |
| Capital | Rhodes, Brenda | Approved | 8/24/2023 - 9:23 AM |
| Legal | Kern, Chris | Approved | 8/24/2023 - 10:06 AM |
| Mayors | | | 8/24/2023 - 3:12 |

| | | | |
|---|---|---|---|
| Office | Montgomery, Brandi | Approved | PM |

# CAPITAL CONTRACT SUMMARY SHEET

**(2 COPIES REQUIRED)**

CONTRACT #

**PROJECT NAME:** PR-092-21 BAUMHAUER-RANDLE PARK – NEW SPLASHPAD

**CAPITAL PROJECT #:** C0713 (20002000-48010)

**CONTRACT AMOUNT:** $371,175.00 **DATE OF RECEIPT:** 08/22/23

**ARCHITECTURAL ENGINEERING PROJECT #:** PR-092-21

**PROJECT DESCRIPTION:** DEMOLISH AN EXISTING WAING POOL AND INSTALLING A NEW SPLASHPAD IN THE SAME LOCATION (1909 DUVAL STREET).

**VENDOR NAME:** AEIKER CONSTRUCTION CORPORATION

**VENDOR NUMBER:** 290374

**DEPT #:** 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

**CONTRACT ADMINISTRATOR:** CASSIE BOATWRIGHT (Director of REAM)

**Please Select by circling one (Type):**

| | | | |
|---|---|---|---|
| Architectural | Engineering | Testing | Professional Services |
| Construction (Unit Price)* | Construction** | ROW (Acquisitions) | |
| Performance-Contributed | Contractual | Non-Contractual | |

**RETAINAGE INFORMATION**:

**SHOULD RETAINAGE BE WITHHELD?** **Y X** **N** ___ ; 5% of the 1st 50% ___ or

If different, indicate special rate_____

***Unit Price Contracts are estimates per F. Kessler - do not require Change Orders***

*****General Construction requires Change Order for 10% overages***.

**Prepared by:** Emma Dean – Office Assistant I **Date:** 8/22/2023

# RESOLUTION

**2023**

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

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

| | |
|---|---|
| Name of Company: | Aeiker Construction Corporation |
| Project Name: | Baumhauer-Randle Park – New Splashpad |
| Project Number: | PR-092-21 |
| Amount: | $371,175.00 |

Adopted:

_____
City Clerk

# AIA® Document A101® – 2017

## *Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum*

**AGREEMENT** made as of the day of in the year
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:
*(Name, legal status, address and other information)*

City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
*(Name, legal status, address and other information)*

Aeiker Construction Corporation
2759 Mill Street
Mobile, Alabama 36607

City of Mobile Business License Number: 093988
Secretary of State Registration Number: 000-034-837

for the following Project:
*(Name, location and detailed description)*

Baumhauer-Randle Park – New Splashpad
1909 Duval Street
Mobile, Alabama 36606
PR-092-21
For the conversion of a wading pool to a splashpad.

The Architect:
*(Name, legal status, address and other information)*

Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827
And
Goodwyn Mills Cawood, Inc.
11 North Water Street, Suite 15250
Mobile, Alabama 36602

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/
AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 17:08:58 ET on 08/22/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:**
(1635410775)

TABLE OF ARTICLES


1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS


## ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 3.1** The date of commencement of the Work shall be:
*(Check one of the following boxes.)*

*(Paragraph deleted)*

[ X ] A date set forth in a notice to proceed issued by the Owner.

*(Paragraphs deleted)*

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

### § 3.3 Substantial Completion

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
*(Check one of the following boxes and complete the necessary information.)*

[ X ] Not later than one-hundred eighty ( 180 ) calendar days from the date of the Notice to Proceed for commencement of the Work.

*(Table deleted)*
*(Paragraph deleted)*


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**§ 3.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

## ARTICLE 4 CONTRACT SUM

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Seventy-One Thousand One Hundred Seventy-Five and 00/100 Dollars ($ 371,175.00), subject to additions and deductions as provided in the Contract Documents.

| | |
|---|---|
| Base Bid: | $356,175.00 |
| Contingency Allowance: | $ 15,000.00 |
| Total Contract Sum: | $371,175.00 |

**§ 4.2 Alternates**

**§ 4.2.1** Alternates, if any, included in the Contract Sum:

| Item | Price |
|---|---|
| N/A | |

*(Table deleted)*
*(Paragraphs deleted)*

**§ 4.3** Allowances, if any, included in the Contract Sum:
*(Identify each allowance.)*
*(Row deleted)*

Baumhauer-Randle Park Contingency Allowance: $15,000.00

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

**§ 4.4** Unit prices, if any:
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

| Item | Units and Limitations | Price per Unit ($0.00) |
|---|---|---|
| 1. Provide and install one (1) trash receptacle, model #CL-36R14 by Ultrasite, surface mounted to the concrete, per the specifications. Include placement, fasteners and all other necessary construction components for installation. | EA | $3,000.00 |
| 2. Provide and install one (1) bench, model #91-S6 by Ultrasite, surface mounted to the concrete, per the specifications. Include placement, fasteners and all other necessary construction components for installation. | EA | $3,000.00 |
| 3. Unsuitable Soil Material – Cubic Yards in Place, includes excavation, haul off and disposal of unsuitable material. | CY | $50.00 |
| 4. Structural Fill – Cubic Yards in Place, provide and install imported structural fill, spread, compaction, and all other necessary construction components for installation. | CY | $50.00 |
| 5. Provide and install 4" concrete flatwork (sidewalks, | | |

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| | | |
|---|---|---|
| fountain pads, etc.). Include excavation, fill, compaction, grading, concrete, reinforcement, disposal, placement, and all other necessary construction components for installation. | SF | $12.00 |
| 6. Demolish and properly dispose offsite existing concrete flatwork (sidewalks) as specified on drawings. Include excavation, sawing, jack hammering, loading, haul off site, and proper disposal. | SF | $3.00 |
| 7. Provide and install solid sod, Bermuda. Include grading, placement, and all other necessary construction components for installation. | CY | $6.00 |
| 8. Provide and install one 8"x8"x16" CMU block (splitface). Include all necessary construction components for installation. | EA | $15.00 |
| 9. Provide and install one 8"x8"x16" CMU block (smoothface). Include all necessary construction components for installation. | EA | $13.00 |

**§ 4.5** Liquidated damages:
*(Insert terms and conditions for liquidated damages, if any.)*

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

*(Paragraphs deleted)*

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

**§ 5.1.3** Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty ( 40 ) days after the Architect receives the Application for Payment.
*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

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**§ 5.1.6** In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

**§ 5.1.7 Retainage**

**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

**§ 5.1.7.1.1** The following items are not subject to retainage:
*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

N/A

*(Paragraphs deleted)*

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
*(Insert any other conditions for release of retainage upon Substantial Completion.)*

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

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**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 Final Payment**

**§ 5.2.1** Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

**§ 5.2.2** The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
  a.) Contractor's Release or Waiver of Liens
  b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Aeiker Construction Corporation. has completed the contract for Baumhauer-Randle Park – New Splashpad. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

*(Paragraphs deleted)*

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## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

N/A

### § 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
*(Check the appropriate box.)*

*(Paragraph deleted)*

[ X ] Litigation in a court of competent jurisdiction

### § 6.3 Governing Law and Venue

*(Paragraph deleted)*
This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

## ARTICLE 7 TERMINATION OR SUSPENSION

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof..

*(Paragraphs deleted)*
**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

**§ 8.2** The Owner's representative:
*(Name, address, email address, and other information)*

Director, REAM
P. O. Box 1827
Mobile, Alabama 36633-1827

**§ 8.3** The Contractor's representative:
*(Name, address, email address, and other information)*

Jonathan Aeiker
Aeiker Construction Corporation
2759 Mill Street
Mobile, Alabama 36607
251-259-7995
jonathan@aeiker.com

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**§ 8.4** Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

**§ 8.5 Insurance and Bonds**

**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

| | | |
|---|---|---|
| A. | Bodily Injury by Accident | $1,000,000 each accident |
| B. | Bodily Injury by Disease | $1,000,000 each employee |
| C. | Bodily Injury by Disease | $1,000,000 each policy |

.3 United States Longshoreman's Harbor Worker's Act.

.4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

.5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

| | | |
|---|---|---|
| A. | Bodily Injury | $1,000,000 each person<br>$1,000,000 each occurrence |
| B. | Property Damage | $1,000,000 each occurrence; or |


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C. Bodily Injury and Property Damage — $1,000,000 combined single limit

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).

K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.

L. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A. Bodily Injury — $1,000,000 each person
$1,000,000 each occurrence

B. Property damage — $1,000,000 each occurrence; or,
C. Bodily Injury and Property damage — $1,000,000 combined single limit

.8 Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract

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Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on

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account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

**§ 8.5.2** The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

**§ 8.6**
*(Paragraphs deleted)*
Indemnification:
The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

**§ 8.7** Other Provisions:
Contractor shall provide a minimum one (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

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**§ 8.8** Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

**§ 9.1** This Agreement is comprised of the following documents:

**.1** AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

**.2** AIA Document A201, General Conditions of the Contract for

*(Paragraphs deleted)*

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

*(Paragraph deleted)*

**.3** Drawings

| Number | Title | Date |
|---|---|---|
| B-G0.00 | TITLE SHEET | 4/12/23 |
| B-G1.01 | INDEX OF DRAWINGS & GENERAL INFORMATION | 4/12/23 |
| B-G1.02 | GENERAL NOTES | 4/12/23 |
| B-G3.00 | SURVEY | 4/12/23 |
| C1.01 | CIVIL COVER SHEET | 4/12/23 |
| C1.02 | NOTES AND LEGEND SHEET | 4/12/23 |
| C1.03 | EXISTING CONDITIONS AND DEMO SHEET | 4/12/23 |
| C1.04 | EROSION & SEDIMENT CONTROL PLAN | 4/12/23 |
| C1.05 | EROSION & SEDIMENT CONTROL DETAILS | 4/12/23 |
| C1.06 | GEOMETRIC PLAN | 4/12/23 |
| C1.07 | GRADING & DRAINAGE PLAN | 4/12/23 |
| C1.08 | DETIALS SHEET | 4/12/23 |
| B-A0.01 | DEMOLITION SITE PLAN | 4/12/23 |
| B-A0.02 | NEW SITE PLAN | 4/12/23 |
| B-A9.01 | SPLASH PAD DETIALS – BASE BID | 4/12/23 |
| B-A9.02 | SPLASH PAD VENDOR DRAWINGS – BASE BID | 4/12/23 |
| B-A9.03 | SPLASD PAD VENDOR DRAWINGS – BASE BID | 4/12/23 |
| B-E0.01 | ELECTRICAL LEGEND & ABBRIVATIONS | 4/12/23 |
| B-E0.03 | SITE PLAN – ELECTRICAL | 4/12/23 |
| B-E1.02 | NEW WORK SPLASHPAD ELECTRICAL PLAN (BASE BID) | 4/12/23 |

**.4** Specifications

| Section | Title | Date |
|---|---|---|
| DIVISION 1 | GENERAL REQUIREMENTS | |
| 010050 | Project Safety | 4/12/23 |
| 012100 | Allowances | 4/12/23 |
| 012200 | Unit Prices | 4/12/23 |
| 012300 | Alternative Bid Items | 4/12/23 |
| 013100 | Project Management and Coordination | 4/12/23 |
| 013200 | Construction Progress Documentation | 4/12/23 |
| 013300 | Submittal Procedures | 4/12/23 |
| 014100 | Special Inspections | 4/12/23 |

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| | | |
|---|---|---|
| 016350 | Substitution Procedures | 4/12/23 |
| 017000 | Execution Requirements | 4/12/23 |
| 017823 | Operation & Maintenance Manuals | 4/12/23 |
| 017839 | Project Record Documents | 4/12/23 |
| | | |
| DIVISION 2 | EXISTING CONDITIONS | |
| 029200 | Hydo-Seeding | 4/12/23 |
| 024119 | Selective Demolition | 4/12/23 |
| | | |
| DIVISION 11 | EXTERIOR EQUIPMENT | |
| 116850 | Aquatic Playground | 5/22/23 |
| | | |
| DIVISION 22 | PLUMBING | |
| 220000 | Plumbing General | |
| 220010 | Codes and Standards | 4/12/23 |
| 220020 | Plumbing Related Work | 4/12/23 |
| 220517 | Sleeves and Sleeve Seals | 4/12/23 |
| 220523 | Valves | 4/12/23 |
| 220526 | Access Doors | 4/12/23 |
| 220529 | Hangers and Supports | 4/12/23 |
| 220539 | Testing, Cleaning, and Sterilization for Plumbing Piping | 4/12/23<br>4/12/23 |
| 220550 | Excavation and Backfill | |
| 220553 | Plumbing Identification | 4/12/23 |
| 220719 | Plumbing Insulation | 4/12/23 |
| 221116 | Domestic Water Piping | 4/12/23 |
| 221316 | Sanitary Waste and Vent Piping | 4/12/23 |
| 224000 | Plumbing Fixtures | 4/12/23<br>4/12/23 |
| | | |
| DIVISION 26 | ELECTRICAL | |
| 260000 | General Electrical | |
| 260010 | Codes and Standards | 4/12/23 |
| 260500 | Electrical Related Work | |
| 260516 | Service Entrance Methods and Materials – Underground | |
| 260526 | Grounding and Bonding | 4/12/23 |
| 260530 | Basic Electrical Materials and Methods | 4/12/23 |
| 260550 | Excavation and Backfill | 4/12/23 |
| 260553 | Electrical Identification | 4/12/23 |
| 262420 | Panelboards | 4/12/23 |
| 262726 | General Wiring Devices | 4/12/23 |
| 265030 | Lighting Control Devices | 4/12/23 |
| 265100 | Interior Lighting | 4/12/23 |
| 265119 | LED Interior Lighting | 4/12/23 |
| | | |
| DIVISION 31 | EARTHWORK | |
| 311000 | Site Cleaning | 4/12/23 |
| 312000 | Earthwork | 4/12/23 |
| 312500 | Erosion and Sedimentation Controls | 4/12/23 |
| 313116 | Termite Control | 4/12/23 |
| | | |
| DIVISION 32 | EXTERIOR IMPROVEMENTS | |
| 323113 | Chain Link Fences and Gates | 4/12/23 |
| 329219 | Seeding and Restoration | 4/12/23 |

.5 Addenda, if any:


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| Number | Date |
|---|---|
| #1 | 4/17/23 |
| #2 | 5/2/23 |
| #3 | 5/11/23 |
| #4 | 5/23/23 |
| #5 | 6/6/23 |
| #6 | 6/13/23 |

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**.6** Other Exhibits:
*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

*(Paragraphs deleted)*
**§ 9.2**
*(Paragraph deleted)*
Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|---|---|---|---|
| N/A | | | |

**§ 9.2.1** Other documents, if any, listed below:
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

BIDDING AND CONTRACT REQUIREMENTS

| | |
|---|---|
| Section 00100 | Invitation to Bid |
| Section 00200 | Instructions to Bidders-AIA Document A701-2018 |
| Section 00300 | Supplementary Instructions to Bidders |
| Section 00400 | Bid Form |
| | Accounting of Sales Tax Form C-3A |
| | Supplier Diversity Subcontracting and Major Supplier Plan |
| Section 00500 | Standard Form of Agreement Between Owner and Contractor AIA Document A101 |
| Section 00600 | Bonds, Certificates and Affidavits |
| | Performance Bond |
| | Labor and Material Payment Bond |
| | E-Verify Documentation (Sample) |
| | Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report |
| | Certificate of Substantial Completion-AIA Document G704 |
| | Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706 |
| | Contractor's Affidavit of Release of Liens-AIA Document G706A |
| | Consent of Surety to Final Payment-AIA Document G707 |
| | Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form |
| Section 00700 | General Conditions of the Contract for Construction-AIA Document A201 |


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**§ 9.2.2** Best Management Practices (BMPs):
The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

**§ 9.2.3** Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

**§ 9.2.4** By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

**§ 9.2.5** Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

**§ 9.2.6** Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

**§ 9.2.7** Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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This Agreement entered into as of the day and year first written above.

City of Mobile

Legal Name of Party to Contract:
Contractor: Aeiker Construction Corporation

**OWNER** *(Signature)*

**CONTRACTOR** *(By Signature)*

William S. Stimpson, Mayor
*(Rows deleted)*
*(Printed name and title)*

Jonathan Aeiker, President
*(Printed name and title)*

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jonathan Aeiker as President of Aeiker Construction Corporation, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 16th day of August, 2023.

Stacy L McInnis
NOTARY PUBLIC
My Commission Expires: Aug 4, 2024

STATE OF NOTARY PUBLIC ALABAMA
STACY L MCINNIS
My Commission Expires
August 4, 2024

Init.
/

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**EXHIBIT A**
**SCOPE OF WORK**

BAUMHAUER-RANDLE PARK

NEW SPLASHPAD

Project #PR-092-21

The work of this contract consists of demolishing an existing wading pool and installing a new splashpad in the same location per the drawings and specifications.

END OF SCOPE OF WORK

# PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

**KNOW ALL MEN BY THESE PRESENTS:** That the Contractor, Aeiker Construction Corporation, 2759 Mill Street, Mobile, Alabama 36607 hereinafter called the Principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schaumburg, IL 60196 hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of three hundred seventy-one thousand one hundred seventy-five and 00/100 Dollars ($371,175.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2023 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Baumhauer-Randle Park – New Splashpad, 1900 Duval Street, Mobile, Alabama, 36606, PR-092-21, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

**NOW, THEREFORE**, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

**EXECUTED IN FOUR (4) COUNTERPARTS.**

SIGNED, SEALED AND DELIVERED this 11th day of August, 2023.

**CONTRACTOR AS PRINCIPAL**
Company: Aeiker Construction Corporation
(Corporate Seal)

By: _____
(Signature)

Name and Title: Jonathan Aeiker, President

**SURETY**
Company: Fidelity and Deposit Company of Maryland
(Corporate Seal)

By: O. M. Otts IV
(Signature)

Name and Title: O. M. Otts, IV, Attorney-in-fact

---

Resident Agent: O. M. Otts IV
(Signature)

Name and Title: O. M. Otts, IV, Producer
Company Name: Lyon Fry Cadden Insurance, A Higginbotham Partner
Address: 3212 Midtown Park South
Mobile, AL 36606
Phone and Fax: Phone: 251-473-4600/ Fax: 251-450-0032

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Gaylord C. Lyon, Jr., Roland G. Fry, Jr., Erling Riis, III, W. E. Cadden, J. William Goodloe, III, O. M. Otts, IV, Rebecca Ward and Charlene C. Stout, all of Mobile, Alabama, EACH,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of February, A.D. 2019.

**ATTEST:**
**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

*By: Robert D. Murray*
*Vice President*

*By: Dawn E. Brown*
*Secretary*

**State of Maryland**
**County of Baltimore**

On this 18th day of February, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 11th day August, 2023.




Brian M Hodges

By: Brian M. Hodges
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

# LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

**KNOW ALL MEN BY THESE PRESENTS:** That the Contractor, Aeiker Construction Corporation, 2759 Mill Street, Mobile, Alabama 36607 , as Principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schaumburg, IL 60196 , as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of three hundred seventy-one thousand one hundred seventy-five and 00/100 Dollars ($371,175.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2023 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Baumhauer-Randle Park – New Splashpad, 1900 Duval Street, Mobile, Alabama, 36606, PR-092-21, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint O. M. Otts, IV, **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

**EXECUTED IN FOUR (4) COUNTERPARTS.**

SIGNED, SEALED AND DELIVERED this 11th day of August, 2023

**CONTRACTOR AS PRINCIPAL**
Company: Aeiker Construction Corporation
(Corporate Seal)
By: _____
(Signature)
Name and Title: Jonathan Aeiker, President

**SURETY**
Company: Fidelity and Deposit Company of Maryland
(Corporate Seal)
By: O. M. OTTS IV
(Signature)
Name and Title: O. M. Otts, IV, Attorney-in-fact

Resident Agent: O. M. OTTS IV
(Signature)
Name and Title: O. M. Otts, IV, Producer
Company Name: Lyon Fry Cadden Insurance, A Higginbotham Partner
Address: 3212 Midtown Park South
Mobile, AL 36606
Phone and Fax: Phone: 251-473-4600/ Fax: 251-450-0032

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Gaylord C. Lyon, Jr., Roland G. Fry, Jr., Erling Riis, III, W. E. Cadden, J. William Goodloe, III, O. M. Otts, IV, Rebecca Ward and Charlene C. Stout, all of Mobile, Alabama, EACH,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of February, A.D. 2019.

**ATTEST:**
**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

*By: Robert D. Murray*
*Vice President*

*By: Dawn E. Brown*
*Secretary*

**State of Maryland**
**County of Baltimore**

On this 18th day of February, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 11th day August, 2023.




By: Brian M. Hodges
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

OFFICE OF SUPPLIER DIVERSITY

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

**Contact Office of Supplier Diversity for questions on completing this form.**
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

**Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.**

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

# CITY OF MOBILE

Subcontracting and Major Supplier Plan

**Contact Office of Supplier Diversity for questions on completing this form.**
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

## FORM 1: Background and Plan

**Section I. Information about your company**

| | |
|---|---|
| Company | Aeiker Construction Corporation |
| Address | 2759 Mill st<br>Mobile AL 36607 |
| Telephone | 251 259 7995 |
| E-Mail | Jonathan@aeiker.com |

| | |
|---|---|
| RFP/RFQ Solicitation Number | PR-092-21 |
| Project Description | Baumhauer Randle Park |
| Is your company a DBE company? | Yes ☐ No ☒ |
| Work force demographics | Male 27 Female 2 Minority 26 Non-minority 4 Vets 0<br>Total #of Employees 29 |

**Subcontractor/Major Supplier Plan submitted by:**

Printed Name: Jonathan Aeiker

Signature: _____ Date: 6/21/23

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Jonathan Aeiker Title: President

E-mail:_ Phone: Jonathan@aeiker.com
251 259 7995

OFFICE OF SUPPLIER DIVERSITY

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

**Contact Office of Supplier Diversity for questions on completing this form.**
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

**FORM 1: Background and Plan**

**Section II. Plan for Subcontractors and Major Vendors**

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # PR-092-21 Your Bid/Proposal Amount $ ±300,000.00 Date: 06 / 21 / 23

Description Baumhauer Randle Park

Name of Bidder/Proposer: Aetker Construction Corporation

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

| Subcontractor or Major Supplier | Phone | Scope of Work to be performed | $$ Value to be Performed | % Of Your Bid Amount | DBE? | Official Verification Only |
|---|---|---|---|---|---|---|
| Struthers Recreation | 256 663 5158 | Material supplier Aquatic Equ | 141,809.00 | 47% | YES | |
| Bayou Concrete | 251 408 0700 | Concrete Material | 30,265.00 | 10% | NO | |
| Aetker Construction | 251 247 7895 | General Contractor | 125,300.00 | 43% | NO | |
| | | | | | | |
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| | | | | | | |
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| | | | | | | |

(See Attached)

OFFICE OF SUPPLIER DIVERSITY

# CITY OF MOBILE

Subcontracting and Major Supplier Plan

## Form 2: Good Faith Effort Documentation

Name of Bidder: Aeiker Construction Corporation

Contact Person: Jonathan Aeiker Phone 251 799 7995 Email Jonathan@aeiker.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

| YES (☐) | NO (☐) | Did you do these suggested areas for DBE recruitment and engagement |
|---|---|---|
| X | | **PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities. |
| X | | **CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's |
| X | | **SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use. |
| X | | **FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding. |
| X | | **ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond. |
| X | | **INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors. |
| X | | **GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. |

OFFICE OF SUPPLIER DIVERSITY

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

| | | |
|---|---|---|
| X | | **INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract. |
| X | | **WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively. |
| X | | **COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms. |
| X | | **CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:<br><br>1. Name, address, and telephone number;<br>2. A description of information provided by the bidder/proposer or subcontractor; and<br>3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job. |

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

# Alabama Secretary of State

| Aeiker Construction Corporation | |
|---|---|
| Entity ID Number | 000 - 034 - 837 |
| Entity Type | Domestic Corporation |
| Principal Address | 2759 MILL STREET<br>MOBILE, AL 36607 |
| Principal Mailing Address | 2759 MILL STREET<br>MOBILE, AL 36607 |
| Status | Exists |
| Place of Formation | Mobile County |
| Formation Date | 12/27/2011 |
| Registered Agent Name | AEIKER, JONATHAN D |
| Registered Office Street Address | 2759 MILL STREET<br>MOBILE, AL 36607 |
| Registered Office Mailing Address | 2759 MILL STREET<br>MOBILE, AL 36607 |
| Nature of Business | CONSTRUCTION |
| Capital Authorized | 1,000 |
| Capital Paid In | |
| **Directors** | |
| Director Name | AEIKER, JONATHAN DAVID |
| Director Street Address | 2759 MILL STREET<br>MOBILE, AL 36607 |
| Director Mailing Address | 2759 MILL STREET<br>MOBILE, AL 36607 |
| **Incorporators** | |
| Incorporator Name | AEIKER, JONATHAN D |
| Incorporator Street Address | 3109 MARCIA DRIVE<br>MOBILE, AL 36605 |
| Incorporator Mailing Address | 3109 MARCIA DRIVE<br>MOBILE, AL 36605 |
| **Annual Reports** | |
| Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports. | |
| Report Year | 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 |
| **Transactions** | |

| Aeiker Construction Corporation | |
|---|---|
| Transaction Date | 12/22/2022 |
| Agent Mailing Address Changed From | AEIKER, JONATHAN D<br>3109 MARCIA DRIVE<br>MOBILE, AL 36605 |
| Transaction Date | 12/22/2022 |
| Director/Manager/Organizer Activity | *Changed AEIKER, JONATHAN DAVID |
| Transaction Date | 12/22/2022 |
| Principal Mailing Address Changed From | 3109 MARCIA DRIVE<br>MOBILE, AL 36605 |
| Transaction Date | 12/22/2022 |
| Principal Office Changed From | 3109 MARCIA DRIVE<br>MOBILE, AL 36605 |
| Transaction Date | 12/22/2022 |
| Registered Agent Changed From | AEIKER, JONATHAN D<br>3109 MARCIA DRIVE<br>MOBILE, AL 36605 |
| **Scanned Documents** | |
| Purchase Document Copies | |
| Document Date / Type / Pages | 12/30/2011 Certificate of Formation 4 pgs. |
| Document Date / Type / Pages | 12/22/2022 Registered Agent Change 2 pgs. |
| Document Date / Type / Pages | 12/22/2022 Articles of Amendment 2 pgs. |
| | |

Browse Results New Search

E-Verify

**Company ID Number: 617526**

**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** Aeiker Construction Corporation | |
| **Jonathan Aeiker** | |
| Name (Please Type or Print) | Title |
| *Electronically Signed* | 11/14/2012 |
| Signature | Date |

| | |
|---|---|
| **Department of Homeland Security – Verification Division** | |
| **USCIS Verification Division** | |
| Name (Please Type or Print) | Title |
| **Electronically Signed** | 11/14/2012 |
| Signature | Date |

Information Required for the E-Verify Program

**Information relating to your Company:**

| | |
|---|---|
| Company Name: | **Aeiker Construction Corporation** |
| Company Facility Address: | **3109 Marcia Drive** |
| | **Mobile, AL 36605** |
| | |
| Company Alternate Address: | |
| | |
| | |
| County or Parish: | **MOBILE** |
| Employer Identification Number: | **454170601** |

E-Verify

**Company ID Number: 617526**

| | |
|---|---|
| North American Industry Classification Systems Code: | 236 |
| Administrator: | Aeiker Construction Corporation |
| 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: | Jonathan D Aciker | |
| Telephone Number: | (251) 259 - 2951 | Fax Number: |
| E-mail Address: | jonathan@acikerconstruction.com | |

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/11/2023

**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**
Higginbotham Insurance Agency, Inc.
3212 Midtown Park S
Mobile AL 36606

License#: 2081754

CONTACT NAME: Brittany Partin
PHONE (A/C, No, Ext): 251-410-8236 FAX (A/C, No):
E-MAIL ADDRESS: BPartin@higginbotham.net

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Middlesex Insurance Company | 23434 |
| INSURER B : Alabama Home Builers Self Insurance Fund | |
| INSURER C : Safety National Casualty Corporation | 15105 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Aeiker Construction Corporation
2759 Mill St
Mobile AL 36607

AEIKCON-01

**COVERAGES** **CERTIFICATE NUMBER:** 1482601856 **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**<br>CLAIMS-MADE [X] OCCUR<br>X Contractual<br>Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT LOC<br>OTHER: | Y | Y | A0095796002 | 1/1/2023 | 1/1/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 500,000<br>$ 5,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 2,000,000<br>$ |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | Y | Y | A0095796001 | 1/1/2023 | 1/1/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED X RETENTION $ 0 | Y | Y | A0095796003 | 1/1/2023 | 1/1/2024 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 5,000,000<br>$ 5,000,000<br>$ |
| B<br>C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | 30875<br>SP4065837 | 1/1/2023<br>1/1/2023 | 1/1/2024<br>1/1/2024 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Job #: PR-092-21: Baumhauer- Randle Park- New Splashpad

City of Mobile (Owner), Architectural Engineering Department City of Mobile, PO BOx 1827, Mobile, AL 36633 (Architect), and Goodwyn Mills Cawood, Inc., 11 N. Water St., Suite 15250, Mobile, AL 36602 (Architect) are included as additional insureds in respect to general liability, auto liability and umbrella liability. All policies except workers compensation shall be primary and non-contributory with any other insurance in force or which may be purchased by additional insured. A Waiver of subrogation applies in favor of City of Mobile (Owner), Architectural Engineering Department City of Mobile (Architect), and Goodwyn Mills Cawood, Inc. (Architect) with respect to general liability, auto liability and umbrella liability. A 30 day notice of cancellation applies except 10 days for non-pay.

See Attached...

**CERTIFICATE HOLDER**

City of Mobile
PO Box 1827
Mobile AL 36633

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

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AGENCY CUSTOMER ID: AEIKCON-01

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Higginbotham Insurance Agency, Inc. | Aeiker Construction Corporation<br>2759 Mill St<br>Mobile AL 36607 |
| 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

Workers' Compensation: By waiving subrogation, the employer and servicing agent may still receive reimbursement from the lawsuit or claim of the injured individual; however, the employer and servicing agent may not file claim or a law suit against City of Mobile.



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# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 08/14/2023

**THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.**

| AGENCY | PHONE (A/C, No, Ext): +1 251 473 4600 | COMPANY |
|---|---|---|
| LYON FRY CADDEN<br>PO BOX 160927<br>MOBILE, AL 36616-1927 | | American Zurich Insurance Company |
| FAX (A/C, No): +1 251 450 0032 | E-MAIL ADDRESS: chockman@higginbotham.net | |
| CODE: 02046936 | SUB CODE: | |
| AGENCY CUSTOMER ID #: | | |

| INSURED | LOAN NUMBER | POLICY NUMBER |
|---|---|---|
| Aeiker Construction Corporation<br>2759 Mill Street<br>Mobile, AL 36607 | | BR74180384 |
| | EFFECTIVE DATE: 08/28/2023 / EXPIRATION DATE: 08/28/2024 / ☐ CONTINUED UNTIL TERMINATED IF CHECKED | |
| | THIS REPLACES PRIOR EVIDENCE DATED: | |

## PROPERTY INFORMATION

LOCATION/DESCRIPTION

1909 Duval Street
Mobile, AL 36607

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

## COVERAGE INFORMATION

| COVERAGE / PERILS / FORMS | AMOUNT OF INSURANCE | DEDUCTIBLE |
|---|---|---|
| Builders Risk Coverage Form | | $2,500 |
| Total Completed Project Value | $371,175 | |

## REMARKS (Including Special Conditions)

Wind Deductible 3%

## CANCELLATION

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

## ADDITIONAL INTEREST

| NAME AND ADDRESS | | |
|---|---|---|
| City of Mobile<br>PO Box 1827<br>Mobile, AL 36633 | ☐ MORTGAGEE<br>☐ LOSS PAYEE | ☒ ADDITIONAL INSURED |
| | LOAN # | |
| | AUTHORIZED REPRESENTATIVE: O. M. Ohs IV | |

ACORD 27 (2009/12)

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# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

**Submitted by:**

KIM CARMODY, DIRECTOR OF PARKS AND RECREATION

**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 |
|---|---|---|
| MATTHEW BROOKS CONTRACT | Cover Memo | 8/23/2023 |
| MATTHEW BROOKS RESOLUTION | Cover Memo | 8/23/2023 |
| Exhibit A | Cover Memo | 8/24/2023 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Parks and Recreation | Carmody, Kim | Approved | 8/23/2023 - 4:34 PM |
| Budget | Sapp, Celia | Approved | 8/23/2023 - 6:01 PM |
| Legal | Kern, Chris | Approved | 8/24/2023 - 12:52 PM |
| Legal | Kern, Chris | Approved | 8/24/2023 - 12:53 PM |
| Mayors Office | Montgomery, Brandi | Approved | 8/24/2023 - 3:13 PM |

# Professional Services Contract
# City of Mobile

## Mobile Tennis Racquet Stringing

### AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this 11th day of April 2023_, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Matthew Brooks (sometimes hereinafter "Contractor"), as follows:

WHEREAS, Contractor is engaged in the business of restringing tennis racquets, and

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 services 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 $70,000 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:
Matthew Brooksl
6155 Muir Court
Mobile, Alabama 36619

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

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: _____ Date: _____
Mayor

ATTEST:

_____ Date: _____
City Clerk

NAME, Matthew Brooks

BY: Matthew Brooks Date: 4/11/23

Its Racquet stringing Labor (Title)

Exhibit: RACQUET STRINGING LABOR

01- 2023

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and 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 Matthew Brooks to provide racquet stringer services 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 $70,000 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

## Exhibit A Statement of Work

1. Contractor will possess and maintain proficiency in the stringing of tennis racquets, and apply the methods and practices recommended by the United States Racket Stringers Association stringers manual. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.

2. Contractor will perform all stringing work for City at the City's Tennis Center Pro Shop, using City provided equipment and supplies, unless otherwise specifically agreed to.

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

4. Contractor will work on a schedule as mutually agreed upon with the City. City will task Contractor in an agreed-upon manner most efficient for the timely completion of work in compliance with customer expectations. Contractor is not guaranteed a minimum amount of work.

5. Contractor is expected to perform the services requested in a timely manner, with the objective that racquets received before 2:00 pm will be completed before the end of the shop's regular business hours that day.

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

7. City will pay Contractor $15 per racket Contractor strings. Contractor will not solicit or otherwise encourage the payment of tips or other gratuities from customers.

8. Contractor will invoice City, and City will pay Contractor, weekly for the number of rackets strung the previous week

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

**Submitted by:**

Nick Amberger, PE
City Engineer

.

**Sponsored by:**

Mayor William S. Stimpson and Councilmembers William Carroll and C.J. Small

**Purpose and Scope of Project:**

Contract agreement between the City of Mobile and Alabama Export Railroad, Inc.

**Amount of Contract:**

$44,265.04

**Funding Source**

| | |
|---|---|
| **Project #** C0885 | **Discretionary Funds** |
| **Project String** 20002000 | **Contract Number:** |
| **Budget Amendment** **REDUCE** **INCREASE** | |
| **Grant Funds** | **Matching Funds** |

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| Railroad crossing improvement | Cover Memo | 8/24/2023 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Engineering | Amberger, Nick | Approved | 8/24/2023 - 2:29 PM |
| Capital | Rhodes, Brenda | Approved | 8/24/2023 - 2:36 PM |
| | | | 8/24/2023 - 2:37 |

| | | | |
|---|---|---|---|
| Legal | Kern, Chris | Approved | PM |
| Mayors Office | Montgomery, Brandi | Approved | 8/24/2023 - 3:13 PM |

# 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:

_____

CITY CLERK

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: _____

BUDGET TRANSFER: ☑ (from one project to another)

DISTRICT#: Select Item.

REQUEST: Please transfer $ 44,265.04

**FROM** CAPITAL PROJECT#: C0049

CAPITAL PROJECT NAME: Engineering, Row, & Testing

DEPT. PROJECT#: _____

**TO** CAPITAL PROJECT#: C0885

PROJECT NAME: Michigan Ave Crossing

DEPT. PROJECT#: _____

Lashey Williams
Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

**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 | 8/25/2023 |

## REVIEWERS:

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Gauthier, Lana | Approved | 8/25/2023 - 10:53 AM |

# RESOLUTION

Sponsored by: Mayor William S. Stimpson

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA**, that the sum of $1,300,000.00 be appropriated in the Rebuild Alabama Special Revenue Fund (Fund 4055) for the following Capital Project.

| | | |
|---|---|---|
| New | TIGER/Dr. MLK Jr Ave./Broad St. | $1,300,000.00 |

ADOPTED:

_____

CITY CLERK

August 29, 2023

Dear Councilmembers:

The attached resolution and supporting information appropriates funds from the Rebuild Alabama Special Revenue Fund (Fund 4055) to Phase III and IV of the Broad Street Redevelopment project. Phase III includes improvements on Broad Street from the traffic circle at Canal Street to Baltimore Street and Phase IV includes improvements on Dr. Martin Luther King Avenue from Beauregard to the intersection of the Three Mile Creek Greenway Trail. The scope of this project includes striping, paving, curb and gutter, inlets, and sidewalks and bike infrastructure.

The reconstruction of the streetscape and roadway will be a significant improvement in traffic flow, aesthetics, and safety for pedestrian and cyclists along this corridor for the City of Mobile. Comprehensively, this project correlates with broader objectives for redeveloping the Broad Street corridor (e.g. Tiger Grant project) and fostering additional business development and economic revitalization opportunities within the corridor and the surrounding area. At the terminus of this project section, the improvements will connect seamlessly to the Three Mile Creek Greenway Trail improvements for further pedestrian and cycling opportunities along the corridor.

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

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

Nick Amberger, P.E.
City Engineer
Public Works

# FY 2023 City Transportation Plan

## City of Mobile, AL

### Date Approved by the Council of the City of Mobile, AL: August _29__, 2023

Date Amended by the Council of the City of Mobile, AL: (If Applicable)

| Map Index | Project No. | Road Name/Number | Begin | | End | | Project Details | | | | Total Project Estimated Cost | Estimated Amount Planned To Be Utilized Under Competitive Bid | Estimated Amount Planned To Be Utilized Under Public Works | Amount Expended exempt from Competitive and/ or Public Works Contracts | City Rebuild Alabama Funds | CRAF Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Lat. | Long. | Lat. | Long. | Road Improvement Project | Bridge Improvement Project | Project Length (miles) | Description of Work | | | | | | |
| | | | | | | | | | | Estimated Beginning Balance | | | | | | $0.00 |
| | | | | | | | | | | Estimated Annual Revenue | | | | | | $1,300,000.00 |
| 1 | 2018-3005-04 | Dr. Martin Luther King Jr. Ave | 30.7039 | 88.0720 | 30.6963 | 88.0546 | X | | 1.19 | Roadway Rehabilitation, Sidewalks, Signage, Striping and Signalization | **$8,500,000.00** | $1,000,000.00 | | | CRAF | $1,000,000.00 |
| 2 | 2018-3005-05 | Broad Street from Roundabout to Baltimore | 30.6841 | 88.0529 | 30.6653 | 88.0560 | X | | 1.30 | Roadway Rehabilitation, Sidewalks, Signage, Striping and Signalization | **$8,200,000.00** | $300,000.00 | | | CRAF | $300,000.00 |
| | | | | | | | | | | | *Amount may be redistributed based on need between projects 1 and 2 | | | | | |
| | | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | | |
| Totals/Page Totals | | | Total Miles Addressed by CTP (Total Mileage Does Not Include Bridge Projects) | | | | | | 2.49 | **Total CTP Estimated Costs** | **$16,700,000.00** | $1,300,000.00 | $0.00 | $0.00 | **Total CRAF Remaining Estimated** | $0.00 |

Note: Any amendments to the CTP shall follow the same guidelines and procedures as the original approval process.

Remarks _____

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

**Submitted by:**
Donna Bryars, Comptroller

**Sponsored by:**
Mayor William S. Stimpson

**Purpose and Scope of Project:**
Contract with Smith Dukes & Buckalew, LLP, to provide audit services for Fiscal Years 2023, 2024 and 2025, with the option to renew for fiscal years 2026 and 2027.
General fund.

**Amount of Contract:**
First 3 years total NTE $691,000. Optional two renewal years total NTE $515,000

**Effective Date of Contract:**
10/1/2023

**Renewal Date of Contract:**
10/1/2026

**Funding Source**

| | |
|---|---|
| **Project #** | **Discretionary Funds** |
| **Project String** 10049000-42200 | **Contract Number:** |
| **Budget Amendment** **REDUCE** **INCREASE** | |
| **Grant Funds** | **Matching Funds** |

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| 2023 Agenda Package Audit Services | Cover Memo | 8/21/2023 |

**REVIEWERS:**

| Department Reviewer | Action | Date |
|---|---|---|

| | | | |
|---|---|---|---|
| Budget | Sapp, Celia | Approved | 8/23/2023 - 5:58 PM |
| Legal | Kern, Chris | Approved | 8/24/2023 - 10:02 AM |
| Legal | Kern, Chris | Approved | 8/24/2023 - 10:02 AM |
| Mayors Office | Montgomery, Brandi | Approved | 8/24/2023 - 3:12 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 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 Professional Services contract, by and between the City of Mobile and Smith Dukes & Buckalew, LLP, to perform auditing and financial reporting services for fiscal years 2023, 2024, and 2025, in amounts not to exceed $220,000, $230,000, and $241,000 per year, respectively, with the option to renew without further approval required by the City Council, for fiscal years 2026 and 2027, in amounts not to exceed $252,000 and $263,000 per year, respectively, as outlined in the agreement attached hereto and made a part hereof as though set forth in full.

A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

**STATE OF ALABAMA**
**COUNTY OF MOBILE**

## PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and **SMITH, DUKES & BUCKALEW, LLP,** a partnership organized and existing under the laws of the State of Alabama and doing business as "Smith Dukes" (sometimes hereinafter "Contractor"), as follows:

WHEREAS, Contractor is engaged in the business of financial auditing and consulting; and,

WHEREAS, City desires to engage 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:

### 1. PROFESSIONAL SERVICES TO BE PERFORMED

Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement of all such monies received from the City, and that all monies received under this Agreement shall be used only for the following purposes:

To audit the Annual Comprehensive Financial Report ("ACFR") and to perform the 2 CFR 200 Single Audit for the City for the years ended September 30, 2023, 2024, and 2025, with an option to extend the term to include 2026 & 2027, as per the City of Mobile Request for Proposals and Contractor's response, which are found as Exhibit A and are incorporated by reference into this contract.

The City may, by mutual agreement with Contractor, request Contractor perform additional professional services for which Contractor is particularly qualified during the contract period. City shall request such services by written task order signed by the Executive Director, Finance. Such tasks shall not exceed $25,000 per fiscal year, and be based upon a mutually agreed upon hourly rate or rate per task performed.

## II. COMPENSATION

A.For the above described services, the City will compensate the Audit Firm as follows:

$195,000 For 2023

$205,000 For 2024

$216,000 For 2025

B. The City has the option to extend the contract for an additional two years for the fiscal years ending September 30, 2026 and 2027, at the cost as follows:

$227,000 For 2026

$238,000 For 2027

## III. TERM OF AGREEMENT

The term of this Agreement shall commence October 1, 2023 if approved by the City Council of the City of Mobile and shall continue thereafter for a total of three fiscal years, renewable for an additional two fiscal years.

## IV. GENERAL PROVISIONS

A. Contractor agrees to permit at all reasonable times and places an audit of its books and records by City's duly authorized representatives.

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 venturer 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 therefor.

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 denied solely at City's discretion.

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 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.

G. Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs. Contractor agrees it 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

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 negligent performance or intentional misconduct 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. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Donna G. Bryars, Comptroller
City of Mobile Accounting Department
P O Box 1827
Mobile, AL 36633-1827

Copy to: City Attorney
City of Mobile Legal Department
P O Box 1827
Mobile, AL 36633-1827

And to Contractor at:

Smith, Dukes & Buckalew, LLP
3800 Airport Blvd.
Suite 101
Mobile, AL 36608

K. This Agreement, along with the engagement letter, which is attached hereto and is incorporated by reference herein as part hereof, 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.

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 shall work with the City to ensure the ACFR complies with GASB pronouncements and meets the requirements of the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting program.

Q. 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.

R. 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

S. For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this contract as Exhibit B as proof thereof a certificate of insurance 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.
(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

**If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.** Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

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:**_____
**Mayor**

**ATTEST:**

_____
**City Clerk**

**SMITH, DUKES & BUCKALEW, LLP**

**By:** Mark R. Chapman

**Its** PARTNER

**STATE OF ALABAMA**
**COUNTY OF MOBILE**

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Mark Chapman, whose name as Partner, of **SMITH, DUKES & BUCKALEW, LLP**, is signed to the foregoing Professional Services Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Professional Services Contract, (s)he as such officer and with full

authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this the 16th day of August, 2023.

(SEAL)

Sasha D. Beritiech

**Notary Public**
**State of Alabama-At-Large**
**My Commission Expires:**

STATE OF ALABAMA NOTARY PUBLIC
SASHA D BERITIECH
My Commission Expires
March 23, 2026

EXHIBITS A. City of Mobile RFP and Contractor Response
B. Contractor Insurance

# Exhibit A

# COM RFP 5819 and Contractor Response

# CITY OF MOBILE, ALABAMA

**REQUEST FOR PROPOSALS (RFP) 5819**
**FOR**
**AUDIT SERVICES**
**FISCAL YEARS ENDING**
**SEPTEMBER 30, 2023, 2024, 2025, 2026 AND 2027**

## I. INTRODUCTION

A. General Information

1. The City of Mobile, Alabama (City) is requesting proposals from qualified firms of certified public accountants to audit its financial statements, and provide other professional financial services, for the fiscal years ending September 30, 2023, 2024, 2025, with options to renew for fiscal years ending September 30, 2026 and 2027. **This RFP amends and replaces previous City of Mobile RFP 5812 due to personnel changes and amended requirements.**

2. The audits are to be performed in accordance with generally accepted auditing standards and the standards for financial audits set forth in the U.S Government Accountability Office's (GAO) *Government Auditing Standards*. The City publishes its financial statements in the form of a Annual Comprehensive Financial Report (ACFR) and is subject to all applicable standards of the Governmental Accounting Standards Board.

3. The City will not reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

4. **To be considered, one original paper copy, three paper copies, and one electronic (flash drive or CD) of the proposal must be received by the City of Mobile Comptroller by no later than 4:00 p.m. local time on Friday, July 14, 2023**:

Hand delivery:

CITY OF MOBILE RFP 5819, AUDIT SERVICES
City of Mobile Accounting Department
Attn: Donna Bryars, Comptroller
Celia Sapp, Interim Director of Finance
205 Government Street
4th Floor, South Tower
Mobile, AL 36644
DO NOT OPEN WITH REGULAR MAIL

Mail delivery:

CITY OF MOBILE RFP 5819, AUDIT SERVICES
City of Mobile Accounting Department
Attn: Donna Bryars Comptroller

Celia Sapp, Interim Director of Finance
P.O. Box 1827
Mobile, AL 36633
DO NOT OPEN WITH REGULAR MAIL

5. Proposers are to use their best judgment in interpreting the City's requirements and drafting a responsive proposal. Absent error or misstatement in this RFP, the City does not expect to provide additional detail or clarification regarding the City's requirements or background information in response to questions. That said, questions regarding this Request for Proposals (RFP) must be in writing via email to Purchasing@CityofMobile.org and received by 4:00 p.m. local, Friday, June 30, 2023. The City may in its sole discretion reply or not reply to any questions or issue an Addendum to this RFP responsive to questions received. This RFP and any addenda may be found at www.CityofMobile.org/bids. Proposers are responsible for monitoring this site for any potential addenda the City may post.

6. The City reserves the right to reject any or all proposals submitted.

7. During the evaluation process, the City reserves the right, where it may serve its best interest, to request additional information or clarifications from proposers or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

8. The City reserves the right to retain all proposals submitted. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the written contract between the City and the firm selected. To the extent any term in the engagement letter conflicts with or is inconsistent with a term in the written contract, the term in the contract will govern.

9. The City anticipates notification of the highest scoring firm by Monday, July 24, 2023, with contract award by August 17, 2023.

B. Term of Engagement: A three-year contract will be awarded, subject to annual renewal and recommendation of the Comptroller. The City reserves the right to cancel the contract during the three-year period for non-compliance or other cause. The City has the option to execute two additional one-year contracts with the firm, based on information in the original proposal, for the purpose of auditing fiscal years ending September 30, 2026 and 2027.

C. Subcontracting: Should any firm submitting a proposal consider subcontracting portions of the engagement, that fact must be clearly identified in the proposal along with the name of proposed subcontracting firms and clear explanation of expected use of subcontractors in the project. Following the award of the audit contract, no additional subcontracting will be allowed without the express prior written consent of the City.

## II. ACCOUNTING SYSTEM AND FUNDS

A. Detailed information on the City and its fund structure can be found in the most recent Annual Comprehensive Financial Report (ACFR) available on the City's website (www.cityofmobile.org).

B. The City currently (fiscal year 2023) has a general fund expenditure & transfer budget of approximately $298 million and a Capital Improvement Fund expenditures budget of approximately $38.7 million. The accounting system is organized and operated on a fund basis. The accounting records for the General, Special Revenue, Capital Projects, and Debt Service funds are maintained using the modified accrual method of accounting. The accounting records for the Proprietary funds are maintained using the accrual method.

C. The City has currently identified three component units and has included such component units as part of the reporting entity in its ACFR.

D. The City also maintains account groups to establish accounting control and accountability for the City's general capital assets and infrastructure and the unmatured principal of its general long-term debt.

E. The budgeted revenue and appropriations are determined by using the basis of accounting that is appropriate for the fund involved. The budgeted amounts are those approved by the City Council, the General Fund budget being officially and legally adopted after a public hearing. Encumbrance accounting is employed as an extension of formal budgetary integration and is incorporated into the financial statements.

F. The City processed approximately 72,000 payroll direct deposit disbursements and approximately 55,000 accounts payable invoices (check, EFT, ACI, and credit cards) during the 2022 fiscal year.

G. All financial systems of the City are computerized utilizing Tyler Munis financial software. Reconciliation of balance sheet accounts, subsystems, and interfund transactions are performed monthly.

H. A federally required Single Audit will be needed and should be included in your proposal. The Single Audit is governed by Title 2 U.S. Code of Federal Regulations Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). For fiscal year 2021, there were five major programs and total federal expenditures were $58,532,007.

## III. NATURE OF SERVICES REQUIRED

A. Financial Statement Audit

1. The City expects the selected firm to issue an unmodified opinion on the basic financial statements as of and for the year ended September 30th. If during the performance of the audit, the auditing firm concludes an unmodified opinion cannot be issued, the auditing firm must

promptly notify the Mayor and the Executive Director of Finance in writing, stating all such matters which preclude the issuance of an unmodified opinion.

2. Year-end closing of Accounts Payable will normally be completed by the last business day of October of the following fiscal year. Within fifteen business days of closing accounts payable, a trial balance will be submitted to the audit firm and City staff will begin preparing the Annual Comprehensive Financial Report (ACFR) based on the trial balance submitted to the audit firm.

3. By no later than the 21st of February of the following fiscal year, the City plans to have its financial staff prepare and submit to the audit firm an initial draft ACFR, copies of adjusting journal entries, and the adjusted trial balance to be audited.

4. Optional tasking: The City in its discretion may task the audit firm to prepare the ACFR instead of having City financial staff prepare the ACFR. The City would make any such decision and tasking in consultation with the audit firm when the City submits the end-of-year trial balance to the audit firm. The City's decision to task the audit firm with preparation of the ACFR will depend upon City staffing and capacity, audit firm expertise and capacity, and audit firm pricing.

5. Additional optional tasking: The City may task the audit firm with additional work, outside of the audits and reports described specifically in this RFP, relevant to the firm's expertise and availability and City's needs. This work may include assistance in the preparation of a federal tax return should the City seek elective payment for clean energy investment and production tax credits in accordance with the Inflation Reduction Act and IRS proposed regulations at 88 CFR 40528.

B. Auditing Standards to be Followed. The audit shall be made in accordance with generally accepted auditing standards as promulgated by the American Institute of Certified Public Accountants. The audit shall also be made in accordance with *Government Auditing Standards*, issued by the Comptroller General of the United States; Title 2 U.S. Code of Federal Regulations Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance") and, will accordingly, include such tests of the accounting records and such other auditing standards as you consider necessary in the circumstances.

C. Reports

1. The auditor shall work with the City to ensure the ACFR complies with GASB pronouncements and meets the requirements of the Government Finance Officers Association *Certificate of Achievement for Excellence in Financial Reporting* program.

2. The City also expects the selected firm to advise the City and act upon any newly issued accounting standards promulgated by the GASB and disclosure requirements that apply to the financial statements.

3. The selected audit firm will be expected to complete fieldwork and deliver any final proposed adjustments to the City by March 14th of the following fiscal year. The final audit report is expected to be completed and submitted to the City no later than March 21st.

4. The selected audit firm will evaluate the adequacy of the system of internal control and, where weaknesses are noted, make appropriate recommendations. A letter of recommendation will be submitted to the Mayor after completion of the audit and provide, as necessary, advice and counsel on matters having a significant effect on the financial operations of the City.

D. Single Audit

1. Due to the amount of federal and state grants, a Single Audit is required, and the Single Audit report is to be prepared separately from the ACFR and should include the applicable reports on compliance and internal control as required by Title 2 U.S. Code of Federal Regulations Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance").

2. The Schedule of Expenditures of Federal Awards (SEFA) will be prepared by the City and submitted to the firm for audit no later than February 21st of the following fiscal year.

3. An electronic copy of the final report must be submitted to the City by March 21st of the following fiscal year. Twenty printed copies of the report must then be submitted to the City by April 15th.

E. Assistance

1. The Finance Department will provide the physical facilities needed for the audit engagement in Government Plaza. All financial records needed for the audit are housed and will be available at this location, except for the records related to the Civic Center, Convention Center, and Saenger Theater which are managed by ASM Global management personnel.

2. Several departments will be available to assist during the audit when needed: Accounting, Municipal Information Technology, Payroll, Finance, Legal, City Clerk, and Revenue. The Accounting Department will provide various reports such as reconciliations, work papers, payrolls, audit trails, monthly and annual financial data, capital project report, and fixed asset listings and transaction reports.

F. Other Considerations

1, The selected firm must have a current City of Mobile business license.

2. The selected firm must be an Equal Opportunity Employer.

3. The firm will be required to enter into a contract with the City that will require indemnification of the City, minimum insurance amounts in favor of the City, as well as additional terms required by State and local law.

4. Preliminary field work may begin after the award of the contract but due to budgetary constraints, no invoices should be submitted before October 1, 2023.

5. All audit adjustments must be approved by the Comptroller.

6. Working papers must be retained for at least three years. Further, the working papers must be made available for examination by authorized representatives of the cognizant Federal audit agency of the City of Mobile.

7. The firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review the working papers relating to matters of continuing accounting significance.

G. Invoicing and Payment.

1. City will pay the audit firm only the total amount for each of the tasks: General Audit, Single Audit, and, if tasked, ACFR Preparation.

2. The City will make regular progress payments at agreed upon intervals towards the cap amount based on hours of work completed and out-of-pocket expenses incurred towards completion of the task, and audit firm submission of invoices. Invoices will reflect unit pricing will be in accordance with the firm's cost proposal and must additionally reflect measurable accomplishment towards the completion of the relevant task.

3. The City may request additional tasking outside of the scope of the predefined tasks. In such case, the audit firm will invoice and City will pay at intervals agreed upon at the time of the tasking. All invoices will reflect unit pricing and work accomplished towards completion of the task.

## IV. PROPOSAL REQUIREMENTS

A. Submission of Proposals: **Proposals must be received by 4:00 p.m. local on Friday, July 14, 2023, for a proposing firm to be considered**. Late submissions will not be considered. Questions regarding this RFP must be in writing via email to Purchasing@CityofMobile.org and must be received by 4:00 p.m. local on Friday, June 30, 2023. The City may at its sole discretion reply or not reply to any questions or issue an Addendum to this RFP responsive to questions received. This RFP and any addenda may be found at www.CityofMobile.org/bids. Proposers are responsible to monitor this site for any potential addenda the City may post.

B. Format: Provide one signed original, three duplicate paper copies, and one electronic copy on flash drive or CD.

C. Content: The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the firm seeking to undertake the independent audit of the City. The proposal should demonstrate the qualifications of the firm and particular staff assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements. As

such, the substance of the proposal will carry more weight than the form or manner of presentation, though order and required elements of presentation are specified below to facilitate City review and scoring. Proposals must include the following information in the order listed below:

1. Title Page to include:

    a. Firm Name

    b. Contact person name and contact information

    c. Date of proposal

2. Table of Contents

3. Transmittal Letter to include:

    a. A brief introduction to the firm.

    b. A brief understanding of the work to be completed.

    c. A statement that the proposal is a firm and irrevocable offer for a minimum of 60 days.

4. Firm Assertions, Qualifications, and Experience to include:

    a. General assertions.

        (1) List any potential conflicts of interest or independence problems that would exist when providing services to the City.

        (2) Include an affirmative statement that the firm is an Equal Opportunity Employer

        (3) Include an affirmative statement that the firm and all key professional staff are properly licensed or registered to practice in the State of Alabama.

        (4) Include an affirmative statement that the firm has a current City of Mobile business license.

        (5) Include an affirmative statement that the firm is willing to enter into a contract with the City, with required insurance and indemnification provisions.

    b. Firm Qualifications and Experience

(1) The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, the location(s), number, and involvement level of staff not located in the primary office from which work would be performed, the number of professional staff to be employed in this engagement on a full-time basis, and the number and nature of the staff to be so employed on a part-time basis.

(2) Describe the range of activities performed by your firm such as auditing, accounting, tax service, or management services.

(3) Submit a copy of the report of the firm's most recent external quality control review, with a statement on whether that quality control review included review of specific government engagements.

(4) Disclose the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

(5) Describe the procedures that would be followed in the technical review of audit reports prior to their issuance by qualified personnel independent of the audit engagement personnel and inclusion of these procedures in the audit approach.

(6) Experience with Similar Government Entities. Identify the firm's current county and municipal auditing engagements and indicate which clients have been served within the last five years. These engagements should be ranked based on total staff hours. Indicate the scope of work, date, engagement partner, total hours, if GFOA Certificate of Achievement for Excellence in Financial Reporting was awarded, and the name and telephone number of the principal client contact.

(7) Experience with the Title 2 U.S. Code of Federal Regulations Part 200 federally required Single Audit of federal awards. Describe the experience and knowledge which your firm has in performing federally required Single Audits.

(8) Preparation of ACFRs and Municipal Tax Returns. Describe any experience the firm has in the preparation of ACFRs, especially noting any municipal experience. Briefly describe how the firm might approach the preparation of a municipal federal tax return and pre-filing registration.

c. Partner, Supervisory, and Staff Qualifications and Experience

(1) Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Alabama. Provide

information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of these audits.

(2) Provide as much information as possible regarding the number, qualification, experience, and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured. (Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City. However, in either case, the City retains the right to approve or reject replacements.)

(3) Describe the roles of other staff who would be assigned including a brief description of their professional and governmental auditing experience. Any audit team changes must be made with personnel having comparable or better credentials to those listed in your proposal. (Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the City, which retains the right to approve or reject replacements.)

5. Specific Audit Approach: Describe the firm's work plan, including an explanation of the audit methodology to be followed, to perform the services outlined in the "Nature of Services Required" section of this document. In developing that work plan, reference should be made to such sources of information as the City's budget, ACFR, organizational charts, and other relevant information which can be found on the City's website. Include in the work plan the following information on the firm's audit approach:

a. Level of staff and number of hours to be assigned to each proposed segment of the engagement.

b. The extent and methodology for sampling techniques that is to be used in the financial statement and Single Audit engagement.

c. Type and extent of analytical procedures to be used in the engagement

d. Approach to be taken to gain and document an understanding of the City's internal control structure.

e. Approach to be taken in determining laws and regulations that will be subject to audit test work.

f. How the firm proposes to use City personnel to assist during the audit and indicate the approximate time requirement.

g. How the firm will assist City personnel in pursuance of the GFOA Certificate of Achievement for Excellence in Financial Reporting.

h. Whether and how the firm would prepare an ACFR if so tasked.

i. Additional information that will assist the City in evaluating the firm's specific audit approach.

6. Identification of Anticipated or Potential Audit Problems: Identify and describe any anticipated audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City.

7. Cost Proposal. Complete and submit Table 1 and 2 of Exhibit A (or a facsimile with the same information) with the firm's proposal. The City will use the fees included in these tables to evaluate comparative pricing, and to include in contract documents to support progress invoicing and payments and to budget potential additional tasking outside of the defined scope of work.

a. Table 1, Summary Schedule. Quote the fee for audit services for each of the proposed five fiscal years individually, broken down by tasking for the Financial Audit, the Single Audit, and the optional ACFR preparation. The total for each year should be an all-inclusive maximum price including all direct, indirect, and out-of-pocket costs for all of that fiscal year's three potential defined taskings.

b. Table 2, Rates by Partner, Manager, and Staff Level and the hours anticipated for each. Include a schedule of professional fees and expenses, presented in the format provided in the attachment (Appendix A) that supports the total all-inclusive maximum price for the first year of engagement. These amounts will be used to document invoicing for both pre-defined and any additional optional tasks.

c. Table 2, Out-of-pocket expenses included in the maximum price. All estimated out-of-pocket expenses to be reimbursed should be presented in the format provided in the attachment. All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm. Additional expense reimbursements may be made at comparable rates for any additional optional tasks.

d. Rates for additional professional services. It may become necessary for the City to request the auditor to render additional services to either supplement the services requested in this RFP or to perform additional work because of the specific recommendations included in any report listed on this engagement. Any such additional work agreed to shall be performed at the rates set forth in the schedule of fees and expenses included in the cost proposal of this RFP, upon receipt of a detailed price quote for any such work tasked and specific City approval of the quote.

8. Additional Information. Provide any other information which you believe will assist the City in making its selection.

**V. EVALUATION AND SELECTION**.

A. Proposals submitted will be evaluated by a points formula. The City reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal was selected.

B. Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory elements will have their proposals evaluated and scored for both technical qualifications and price.

C. Mandatory Elements. Firms must meet the following minimum requirements, and assert in the proposal that they will comply with the below requirements, for further scoring.

1. The firm must be independent.

2. The firm must be licensed to practice in Alabama.

3. The firm must adhere to the instruction in this request for proposal on preparing and submitting the proposal and provide the information required.

4. The firm must be an Equal Opportunity Employer and shall comply with all Federal, State, and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance 14-030.

5. The firm 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.

6. The firm must not currently be 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.

7. The firm must have and maintain a City of Mobile business license. The firm will also be required to register as a vendor with the City of Mobile before beginning contract performance.

8. The firm will indemnify and hold the City, its elected officials, 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 its negligent or intentional misconduct in the performance of this proposal and/or the activities of the firm, its principals, directors, agents, servants and employees in the performance of this proposal, 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 the firm's negligent or intentional misconduct in the performance of this proposal or any activities conducted pursuant thereto, the firm agrees to pay all of the 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.

9. The firm will be required to carry insurance in the following minimum amounts, naming the City of Mobile as an additional insured, and to demonstrate evidence of such insurance to the City within five days of notification that firm is notified of the contract award.

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 – Auto 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

c. Statutory Workers Compensation.
d. Professional liability: $1,000,000.

10. The firm must have completed and submit with their proposal a recent external quality control review, and must have a record of quality audit work of local governments.

D. Scoring Categories and Weighting.

1. Technical Quality, Experience, and Professional Services Resources (**Maximum Points – 75**)

a. Expertise and Experience **(25 points**): client references, experience from performing relevant engagements with similar sized entities, service quality from past engagements with the City of Mobile would all be considered.

b. Relevant ability to responsively address service needs and problems that could conceivably develop during the audit process including approach and ability to prepare the ACFR within needed timeframes (**25 points**)

c. Qualifications and continuity of personnel assigned to engagement (**10 points**)

d. Audit approach (**15 points**): ability to perform the engagement in a manner that meets the needs of the City including demonstrated ability to meet needed deadlines.

2. Price (**Maximum Points – 18**) **COST WILL NOT BE THE PRIMARY FACTOR IN SELECTING AN AUDIT FIRM.**

3. Local Vendor Preference (**7 points**). Demonstrating understanding of City of Mobile issues as well as maximum availability and responsiveness to the needs of the City is a key factor in our consideration. Firms whose primary office from which the work on this engagement is to be performed is located in the City of Mobile limits will have seven points added to their proposal score. Firms whose primary office from which the work on this engagement is to be performed is located in Mobile County or Baldwin County will have four points added to their proposal score.

E. Final Selection.

1. The City will score the proposals based upon staff evaluations and client recommendations. Final award will be made upon City Council approval and Mayor signature of a contract with the selected firm.

2. No work may begin, nor costs incurred until the contract has been approved by the City Council and executed by all parties.

## APPENDIX A

### Table 1

### Summary Schedule of Professional Fees and Expenses

| Audit | 2022-23 | 2023-24 | 2024-25 | 2025-26 | 2026-27 |
|---|---|---|---|---|---|
| Financial Audit | $ | $ | $ | $ | $ |
| Single Audit | $ | $ | $ | $ | $ |
| ACFR Preparation | $ | $ | $ | $ | $ |
| TOTAL | $ | $ | $ | $ | $ |

NOTE: The rate quoted should be the all-inclusive maximum price in dollars and should include all direct, indirect, and out-of-pocket costs.

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**Additional Comments:**

# APPENDIX A

## Table 2

### Detail Schedule of Professional Fees and Expenses
**For Fiscal Year 2022-23 Only**

| **Financial Audit:** | **Hourly Rate** | **Total Hours** | **Total $** |
|---|---|---|---|
| Partners | $ | | $ |
| Managers | | | |
| Supervisory Staff | | | |
| Professional Staff | | | |
| Clerical Staff | | | |
| Other (Specify) | | | |
| **SUBTOTAL** | $ | | $ |
| | | | |
| Meals & Lodging | | | |
| Transportation | | | |
| Report preparation, word processing, and printing | | | |
| Other (Specify) | | | |
| **TOTAL** | $ | | $ |

| **Single Audit:** | **Hourly Rate** | **Total Hours** | **Total $** |
|---|---|---|---|
| Partners | $ | | $ |
| Managers | | | |
| Supervisory Staff | | | |
| Professional Staff | | | |
| Clerical Staff | | | |
| Other (Specify) | | | |
| **SUBTOTAL** | $ | | $ |
| | | | |
| Meals & Lodging | | | |
| Transportation | | | |
| Report preparation, word processing, and printing | | | |
| Other (Specify) | | | |
| **TOTAL** | $ | | $ |

A PROPOSAL TO PROVIDE
ASSURANCE SERVICES TO THE

# City of Mobile



SmithDukes
SINCE 1933

SmithDukes
SINCE 1933

3800 Airport Blvd. Suite 101
Mobile, Alabama
36608

**Mark R. Chapman, CPA**
Co-Engagement Partner
*Phone*: 251-343-1200
*Direct Dial*: 251-338-1437
*Cell*: 251-583-3328
*Email*: mark@smithdukes.com
*Fax*: 251-344-0765

**April Boudreaux, CPA**
Co-Engagement Partner
*Phone*: 251-343-1200
*Direct Dial*: 251-338-1434
*Cell*: 251-422-2226
*Email*: april@smithdukes.com
*Fax*: 251-344-0765

**July 13, 2023**

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19 SD 33

SmithDukes

July 13, 2023

City of Mobile Accounting Department
Attention Donna Bryars, Comptroller
Celia Sapp, Interim Director of Finance
205 Government Street
4th Floor, South Tower
Mobile, AL 36644

Dear Donna and Celia:

Thank you for the opportunity to present our qualifications for services to the City of Mobile for the years ended September 30, 2023, 2024, 2025, 2026, and 2027. This letter describes the professional services that Smith, Dukes & Buckalew, LLP can offer to meet your needs.

Municipalities and local governments are an area of specialization for our firm, and we are well qualified to serve you. We are confident our credentials will match or exceed those of any other firm. Our commitment to understanding and appropriately servicing our clients' needs with a team of highly trained competent professionals is foremost with our firm.

We will serve the City of Mobile by providing quality service at a reasonable fee. We affirm that the attached proposal is firm and irrevocable for 60 days from the date of this letter.

Thank you again for the opportunity to submit our proposal. We believe that as you review this proposal you will find Smith, Dukes & Buckalew, LLP well qualified to provide you with the services you require. We look forward to working with you. If you have any questions concerning our fees or the scope of our work, please let us know.

Very truly yours,

Mark R. Chapman

Mark R. Chapman, CPA

## General Requirements

Smith, Dukes and Buckalew, LLP (Smith Dukes) possesses the qualifications, competence and capacity to provide the highest quality audit and consulting services to the City of Mobile.

The qualifications of the proposed engagement team are detailed on pages 9-13.

The audit approach is outlined on pages 14-17.

## Independence

Not only do we have to ensure that Smith Dukes remains independent of our audit clients; we also have to ensure that we are perceived to be independent by any readers of your financial statements. We therefore have a number of safeguards in place to ensure this is the case.

As your assurance partners, it will be Mark Chapman and April Boudreaux's responsibility to authorize any non-audit services that we may be asked to provide to you. All of our colleagues are aware that they must obtain Mark or April's prior approval before undertaking such work on your behalf. Prior to accepting any non-audit engagement, we would discuss our potential appointment with you, explaining any threats to our independence and the safeguards we propose to minimize such threats to an acceptable level.

This ensures that both parties are totally confident that, by accepting such an appointment, our objectivity is not impaired. If any of our staff believe that they might be conflicted, there is a duty on them to make the circumstances known to the partners. Any staff with financial, business, or personal relationships with you will not be allowed to be part of the audit team.

The firm fully complies with the auditing profession's ethical standards on independence.

There are no conflicts of interest or independence problems that would exist when providing audit services to the City of Mobile.

## Equal Opportunity Employer

Smith, Dukes and Buckalew, LLP is an equal opportunity employer.

## License to Practice in the State Of Alabama

Smith, Dukes and Buckalew, LLP and all key professional staff members are properly licensed to practice in Alabama.

## City of Mobile Business License

Smith, Dukes and Buckalew, LLP and all of the CPA's employed by the firm have a current City of Mobile business license.

## Firm Qualifications and Experience

At **Smith Dukes**, we've been delivering **dynamic** solutions to drive the growth and prosperity of our clients and team members in the Mobile community for over 90 years. Our **proven** assurance, tax, and consulting specialists will guide you in making the best decisions needed to thrive in the ever-changing economic climate. In the end, what makes us **different** is the genuine interest we take in our clients' lives and businesses and the lasting relationships we forge.

Tested by time and focused on your future, Smith Dukes' solutions are **proven, dynamic and different**.

When you work with Smith Dukes, you'll notice we think differently. With a long-standing history of serving business, family and individual clients, we have the privilege of collaborating with our clients to develop dynamic solutions that help our clients grow and prosper.

We're different because we are:

- Specialists in government, non-profit, corporate and family business, healthcare and individual accounting, tax and consulting
- A unified team of committed, experienced professionals guided by our core values of professional integrity, excellence, quality, teamwork, client service, and personal responsibility
- Deeply involved in our community, having contributed to the City of Mobile's growth for more than 80 years
- A member of the BDO Alliance USA, providing our clients access to the extensive national and international resources of the nation's 7th largest CPA firm and its international network of CPA firms.

### OUR AFFLIATIONS

Serving dynamic clients in an ever-changing market requires that we stay ahead of the latest trends and on top of the always-evolving technical standards and business best practices. Our affiliations with professional associations and community organizations allow us to stay in touch with the market and access a broad network of resources and tools to help our clients grow. Some of our affiliations include:

- American Institute of Certified Public Accountants (AICPA)
- Alabama Society of CPAs (ASCPA)
- BDO Alliance USA
- Mobile Chapter of the Alabama Society of Certified Public Accountants (MCASCPA)
- Mobile Area Chamber of Commerce (MACC)
- Eastern Shore Chamber of Commerce
- National Association of Estate Planners & Councils (NAEPC)
- Mississippi Society of Certified Public Accountants (MSCPA)

## MORE ABOUT BDO

Smith Dukes is an independent member of the BDO Alliance USA, which is a nationwide association of independently owned local and regional accounting, consulting and service firms with aligned client service values. The BDO Seidman Alliance allows us access to a broad range of technical experts and professional services to supplement our core accounting, tax, and consulting services. Aligning with BDO USA enables us to conduct business on a global scale.

BDO USA is a leading national professional services firm providing assurance, tax, financial advisory, and consulting services to private and publicly traded businesses. For more than 100 years, BDO has provided quality service and leadership through the hands-on involvement of experienced and dedicated professionals.

## OUR VALUES

At Smith Dukes, we believe that our organizational values and culture inspire the quality of our service, the depth of our relationships, and degree of our overall success.

Our leaders guide our firm with a commitment to come together every day, striving for **excellence**, focused on **quality** and **teamwork**, and committed to make the most significant difference possible and deliver genuine **client satisfaction** for our clients.

We approach our work with the highest level of **professional integrity** and take **responsibility** for delivering dynamic, proven solutions that exceed our clients' needs and improve their lives and businesses.

## OUR HISTORY

At Smith Dukes, we trace our roots to the firm of Rosson & Smith in the early 1900's. When Alabama passed its first Certified Public Accountancy (CPA) law in 1919, Mr. George T. Rosson was awarded Certificate No. 1 and Mr. Walter K. Smith was awarded Certificate No. 3. Smith, Dukes & Buckalew, or Smith Dukes, was formed out of Rosson & Smith on October 31, 1933 by Alabama CPA professional pioneer Walter K. Smith and his partners Fred L. Smith, Gilbert F. Dukes, and Vardaman M. Buckalew.

Today, we've grown to be one of the oldest and largest independently owned CPA firms in Mobile. **While we enjoy the benefits of our rich 90-year history in the community, we spend our time looking to the future rather than relying on the accomplishments of our past.** Keeping current with both local and global trends affecting our clients and our people, we develop innovative, forward-thinking solutions to ensure the growth and prosperity of our clients, team members, and community.

## WHO WE SERVE

At Smith Dukes, we serve a diverse community of clients who share our values and are committed to grow and prosper. Our clients include:

- Governmental entities
- Non-profit organizations
- Corporate and family businesses
- Healthcare Providers
- Families and Individuals
- CPA Firms

## OUR STATS

- 2 Offices
- 8 Partners
- 52 Employees
- 23 CPA's
- 17 Governmental Audit Staff

## OFFICE LOCATIONS

Smith Dukes has offices in Mobile and Daphne, Alabama. The City of Mobile audit engagement will be performed by professionals from our Mobile office.




**Mobile**
3800 Airport Blvd. Suite 101
Mobile, AL 36608
Phone 251-343-1200
Fax 251-344-0966

## ENGAGEMENT STAFFING

Smith Dukes anticipates assigning four government audit staff professionals to the City of Mobile engagement on a full-time basis. We do not anticipate employing any part-time or temporary employees to perform the City of Mobile audit.

## RANGE OF ACTIVITIES

Our practice is made up of the following types of engagements:

- Assurance (Audits, Review, and Compilations)
- Client accounting and bookkeeping
- Tax compliance and consulting
- Management advisory services
- IT support and consulting

Our audit engagements have varied from rendering opinions on financial statements for local government entities and not-for profit organizations to highly specialized industries to small closely-held corporations.

## PEER REVIEW

Our last peer review for compliance year ending March 31, 2020, which included selected governmental audit engagements, resulted in a pass rating (highest possible rating) stating that we had an appropriately designed system of quality control and that we have complied with that system (See Appendix A).

## NO DISCIPLINARY ACTIONS

There have been no disciplinary actions taken or pending against Smith Dukes during the last three years by state regulatory bodies or professional organizations.

## TECHNICAL REVIEW PROCEDURES

Once the audit has been completed but before delivery to the City, the City's ACFR, each of our reports to those charged with governance will be reviewed, along with our workpapers, by one of the firm's independent partners with governmental/municipal audit industry specialization, who has not participated in any of the work performed on the engagement and, therefore, will not be biased or aware of judgments or decisions that will have been made during the audit.

The technical reviewer's function will be to read the report as an independent party, but with the availability of workpapers, in order to determine the completeness with which the engagement was performed. Their review of the workpapers will determine whether judgments made by others are reasonable in relation to the supporting data and to generally accepted accounting principles, auditing standards, and firm policy.

Mark R. Chapman and Kerry L. Weatherford have over seventy years of combined relevant experience and have been partner in charge on municipal engagements that received the GFOA Certification for Excellence in Financial Reporting. One of these partners will be responsible for the technical review.

## Governmental Audit Experience

Smith Dukes has a large and diverse government and non-profit audit practice. See Appendix C for a listing of selected clients.

## Single Audit Experience

Smith Dukes has performed numerous engagements in accordance with the provisions of the Uniform Guidance as described in Appendix C.

## Partner, Supervisory, and Staff Qualifications and Experience

We invest significant resources in recruiting and training high quality professional staff. With seventeen governmentally qualified professionals, we are well-positioned to ensure that your engagement will be staffed with individuals possessing significant governmental audit experience and training. We will make every effort to provide staff continuity throughout the term of the engagement.

**PROPOSED ENGAGEMENT TEAM**

At Smith Dukes, we've cultivated a team of hard-working, caring, and creative professionals. With deep technical expertise in audit, accounting and tax, and broad business backgrounds, our people deliver dynamic, proven solutions to our clients. Our proposed team to conduct the audit includes:



**April Boudreaux, CPA**
**Co-Engagement Partner**
**april@smithdukes.com**
**Direct: 251-338-1434**

Since joining the firm in 1989, April has extensive experience in accounting and auditing for governmental and not-for-profit entities, small businesses, engineering and architectural firms, medical practices, restaurants, franchisees and franchisors, employee benefit plans, and corporate, partnership, and individual taxation.

April is a graduate of Spring Hill College and is a member of the American Institute of Certified Public Accountants (AICPA) and the Alabama Society of Certified Public Accounts (ASCPA), where she has served on the executive committee for the Mobile Chapter and has served as chair of the Peer Review Committee. She currently serves as a member of the AICPA Peer Review Board as a member of its Oversight Task Force.

Her community involvement includes the Junior League of Mobile, for which she has served on the board of directors as financial vice president, treasurer, and planning and research vice president. She has also served as president and treasurer for the board of directors of the Ronald McDonald House of Mobile and was chairman of the 2011 Providence Hospital Foundation Festival of Flowers. She is active in other community organizations including Bay Area Tennis Association (past president) and St. Paul's Episcopal School's parent council where she has served as Saints Night Out Auction Chair and Graduation Sensation Chair. She is a graduate of the Leadership Mobile Class of 2002.

April is licensed as a CPA in the state of Alabama holding certificate number 4911, and has served as either partner in charge or technical reviewer for numerous governmental and not-for-profit entities as detailed in Appendix C.

Relevant continuing professional education is summarized in Appendix B.



**Mark Chapman, CPA**
**Co-Engagement Partner**
**mark@smithdukes.com**
**Direct: 251-338-1437**

Since joining the firm in 1992, Mark has served various entities and organizations in accounting, auditing and tax related matters. He currently serves as partner-in-charge for many of the firm's local government clients. Mark also has experience with employee benefit plans, real estate, construction, and health care.

Mark is a graduate of the University of Alabama, a member of the American Institute of Certified Public Accountants (AICPA) and the Alabama Society of Certified Public Accountants (ASCPA). He has served on the executive committee and the Young CPA committee of the Mobile Chapter of the Alabama Society of Certified Public Accountants and the Professional Advisory Board at the University of Alabama's Culverhouse School of Accountancy.

Mark is a past president of the Mobile Touchdown Club and serves as treasurer of two local non-profit organizations. He is also an active member of the Senior Bowl Committee. Mark and his family are parishioners of St. Ignatius Catholic Church.

Mark is licensed as a CPA in the state of Alabama holding certificate number 6133, and has served as either partner in charge or technical reviewer for numerous governmental and not-for-profit entities as detailed in Appendix C.

Relevant continuing professional education is summarized in Appendix B.



**Kerry L. Weatherford, CPA**
**Technical Review Partner**
**kerry@smithdukes.com**
**Office: 251-343-1200**

Since joining the firm in 1976, Kerry has served various business and individuals in accounting and tax matters. He specializes in governmental and non-profit organizations and has done extensive work in the areas of banking and manufacturing. Kerry's present responsibilities include planning and reviewing the firm's accounting and auditing engagements to ensure quality and service. He also provides peer review services for other accounting firms.

Kerry was admitted to the partnership in 1985. He is a graduate of the University of Florida, a Certified Public Accountant (CPA) in Alabama and Florida and member of the American Institute of Certified Public Accountants (AICPA). He has served as chairman of the Mobile Chapter of the Alabama Society of Certified Public Accountants (ASCPA) and currently serves on the peer review committee for the Society. He has served as a member of the AICPA's SECPS Peer Review Committee and Peer Review Board.

Kerry is licensed as a CPA in the state of Alabama holding certificate number 1546 and has served as either partner in charge or technical reviewer for numerous governmental and not-for-profit entities as detailed in Appendix C.

Kerry is a member of Dayspring Baptist Church and other civic and professional organizations.



**Evan C. Cox, CPA**
**Assurance Manager**
**evan@smithdukes.com**
**Direct: 251-338-1458**

Evan started his career at the firm in 2016. After graduating Summa Cum Laude from Auburn University with his Bachelor's in accounting in 2015, he received his Master of Accountancy in 2016. Evan is a member of the American Institute of Certified Public Accountants (AICPA) and the Alabama Society of Certified Public Accountants (ASCPA).

He serves as a member of the Mobile Tree Commission and is the treasurer of Groundwork Mobile County, a local non-profit. He is also a member of the Advisory Council of the Mobile Chapter of the ASCPA. Evan and his family are parishioners of St. Pius X Catholic Church. In his free time, Evan enjoys traveling and spending time with his wife and their children.

Evan is licensed as a CPA in the state of Alabama holding certificate number 12913, and has extensive experience as manager in charge of many of the firm's audit and attest engagements.

Relevant continuing professional education is summarized in Appendix B.



**Taylor H. Loaiza**
**Assurance Senior**
**taylor@smithdukes.com**
**Direct: 251-281-1707**

Taylor joined Smith Dukes in 2019 as a Staff Accountant. Originally from Troy, Alabama, she received her Bachelors of Science in Accounting in 2019 from the University of South Alabama. She is a member of the American Institute of Certified Public Accountants (AICPA) and the Alabama Society of Certified Public Accountants (ASCPA).

Taylor passed the CPA exam in 2023, and has served as the Senior Assurance accountant on numerous audit engagements, including governmental, not-for-profit, and Single Audits as detailed in Appendix C.

In her spare time, she likes to paddleboard, crochet, and spend time with friends and family.

Relevant continuing professional education is summarized in Appendix B.




## Effective Audit Approach

### HIGH QUALITY, RISK FOCUSED AUDIT

Smith Dukes employs a sophisticated audit methodology that will enable our engagement team to conduct a high quality, risk-based audit with maximum efficiency and minimal disruption to your operations and people. While all financial statement audits are required to comply with applicable auditing standards, audit firms use different methodologies to meet those standards, and the methodology used can have a significant effect on the quality and efficiency of the service provided.

### COORDINATED APPROACH

- We will place significant emphasis on close coordination with management and those responsible for oversight of the audit to gain a meaningful understanding of management's own risk assessments and procedures in place to address those risks in order to make our own work as efficient and effective as possible.

- We will gather sufficient information on the market and key business/audit risks to enable us to design appropriate audit procedures, and conduct the audit in the most efficient manner and within the agreed time frame and budget. Information gathering will also include a client participation schedule with an agreed-upon timetable for provision of information and year end planning meetings.

- We will promote clear and timely communication of issues to avoid last minute surprises and to facilitate smooth and timely reporting.

- We also seek to provide feedback to management in ways that internal controls can be improved as early as possible, to help management in performing its responsibilities to maintain effective controls, and leverage any changes made by management early in our audit process.

## Efficient Service Methodology

**ROBUST AND INDEPENDENT**

Designing an efficient and effective integrated audit is dependent on an early and accurate risk assessment. Our approach focuses on significant hands-on involvement of our most experienced professionals to promote a comprehensive understanding of the relevant financial statement and control risks. Further, our methodology incorporates a unique risk-based framework to help our engagement team focus more audit effort in higher risk areas and less audit effort in the lower risk areas. In addition, Smith Dukes ensures full compliance with auditing standards and represents a robust, independent assessment of the financial statements.




**WHY OUR APPROACH IS DISTINCTIVE**

- **Technologically advanced.** Smith Dukes commits substantial resources each year to update and improve our audit methodology to equip your engagement team with the latest technology possible. For example, our audit methodology employs sophisticated software and our audit work papers are fully networked and encrypted. This allows multi-location engagement teams to collaborate in real time while maintaining our high standards of security and confidentiality of your data.

- **Effective communication.** Effective listening and regular, proactive two-way communication throughout our audit process is an essential cornerstone of our audit quality and superior client service. This focus on communication allows your audit team to gather information necessary to perform the audit and keep you up to date on the status of our services so you can provide timely input and evaluate whether our services meet your high expectations.

- **Scalable.** Every organization we audit is unique, and obtaining a strong understanding of your organization is essential to tailoring our services to the City's unique risks and organization's needs, and avoiding a "one size fits all" approach. Our audit methodology has been specifically designed to be flexible and scalable so that your engagement team can incorporate its understanding of your organization into the audit approach to appropriately size our efforts to your operations. In developing our work plan, we will refer to the City's ACFR, organizational charts, and other relevant information.

- **Early and Continuous Partner Involvement**. Our professional staff-to-partner ratio is lower than our larger competitors, enabling more time for partners to be actively involved in the audit. Your audit partner has considerable business and audit experience, and we believe the engagement partner should be actively involved throughout the audit process in a hands-on manner. Our audit methodology has been specifically designed to facilitate this level of partner involvement.

The following items address the requirements as outlined in the Request for Proposal related to our specific audit approach:

a. Level of staff and number of hours to be assigned to each proposed segment of the engagement.

   - See Appendix E for this information

b. The extent and methodology for sampling techniques that is to be used in the financial statement and Single Audit engagement.

   - We do not anticipate using statistical sampling. We will however use non-statistical sampling during testing of controls, substantive testing and Single Audit testing.

c. Type and extent of analytical procedures to be used in the engagement.

   - We will use analytics during the planning stage of the audit as well as during substantive testing. The specific types of analytics to be used will be determined after we conduct our risk assessments.

d. Approach to be taken to gain and document an understanding of the City's internal control structure.

   - We will use a comprehensive approach during the planning phase to gain an understanding and document the relevant internal controls of the City. This will include interviews with management and others, walk-thru's to determine that controls have been put in place and are functioning properly, and other procedures which will be determined by our final risk assessments.

e. Approach to be taken in determining laws and regulations that will be subject to audit test work.

- We are required by professional standards to audit those laws and regulations that are material to the financial statements and subject to testing. The primary area for testing laws and regulations will be the Single Audit.

f. How the firm proposes to use City personnel to assist you during the audit and indicate the approximate time requirement.

- We would ask the City to provide the assistance as outlined in the Request for Proposal and adhere to established timelines as close as possible. We will also provide the Comptroller with a PBC listing well in advance of items we will need for the audit. We would like all of the information to be in electronic form if possible. We will limit our requests to those items that are absolutely necessary and will respect the time of all City employees.

g. How the firm will assist City personnel in pursuance of the GFOA Certificate of Achievement for Excellence in Financial Reporting.

- We have assisted 3 municipalities in obtaining the GFOA Certificate of Achievement for Excellence in Financial Reporting. Those municipalities are Mobile Area Water and Sewer System, City of Daphne, and City of Mobile.

h. Whether and how the firm would prepare an ACFR if so tasked.
- The firm would prefer that the City continue to prepare the ACFR.

i. Additional information that will assist the City in evaluating the firm's specific audit approach.
- We have also assisted in the implementation of GASB Statement No 63: *Financial Reporting of Deferred Outflows of Resources Inflows of Resources and Net Position*

## Value For Fees

We are committed to quality, value-added service. We understand the importance of efficiencies and cost control and have specifically designed our audit methodology to provide your engagement team with the tools they need to perform high quality audit services in as cost effective manner as possible. (See Appendices D and E)

# APPENDIX A

PARTNERS IN PEER REVIEW
A division of The Alabama Society of CPAs

AICPA
AICPA Peer Review Program
Administered in Alabama, Arkansas, and Mississippi
By Partners in Peer Review

February 23, 2021

Timothy Smith
Smith Dukes & Buckalew LLP
3800 Airport Blvd Ste 101
Mobile, AL 36608-1600

Dear Timothy Smith:

It is my pleasure to notify you that on February 23, 2021, the Partners in Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is September 30, 2023. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,



April Boudreaux
Peer Review Committee Chair
Peer.review@ascpa.org
334-834-7650

cc: Phillip Layne, April Boudreaux

Firm Number: 900010066270 Review Number: 576884

Kelley Galloway Smith Goolsby, PSC
Certified Public Accountants and Advisors

1200 Corporate Court • P. O. Box 990 • Ashland, Kentucky 41105
• Phone (606) 329-1811 (606) 329-1171 • Fax (606) 329-8756 (606) 325-0590
• Web www.kgsgcpa.com Member of Allinial GLOBAL

## Report on the Firm's System of Quality Control

To the Members of Smith, Dukes & Buckalew, LLP
and the Alabama Society of CPAs Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Smith, Dukes & Buckalew, LLP (the firm) in effect for the year ended March 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards,* including a compliance audit under the Single Audit Act, and audits of employee benefit plans.

As part of our review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Smith, Dukes & Buckalew, LLP in effect for the year ended March 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail.* Smith, Dukes & Buckalew, LLP received a peer review rating of *pass.*

Kelley Galloway Smith Goolsby, PSC

Ashland, Kentucky
December 31, 2020

# APPENDIX B

# Governmental Continuing Education Hours

| CPE Year Ended 9-30-22 | Mark Chapman | April Boudreaux | Kerry Weatherford | Evan Cox | Taylor Loaiza |
|---|---|---|---|---|---|
| Ethics for CPA's | X | | | | |
| Surgent's Latest Developments in Government and NP Accounting | X | | | | |
| The Head Start Program: COVID-19 Implications and Other Program Updates | | X | | X | |
| Engagements Under Government Auditing Standards | X | X | | | |
| Common Audit Deficiencies: Governmental Audits | X | X | | | |
| 2022 YellowBook Update | | X | | X | |
| YellowBook 2018 Revision | | X | | | |
| YellowBook Independence & Quality Control | | X | | | |
| Major Audit Risks + PRF Awards Update | | | X | X | |
| Governmental Auditing Update: YellowBook & Uniform Guidance: What You Need to Know | | | | X | X |
| Annual GASB Update | | | | X | |
| Housing & Urban Development: An Auditing Introduction | | | | | X |
| Single Audit Quality: Focus on Designing and Performing Tests of Control & Compliance | | | | | X |
| Uniform Guidance Update | | | | | X |
| Peer Review Update Course | | | X | | |
| Peer Review Conference 2022 | | | X | | |
| Technical Reviewer Training for Single Audits | | | X | | |
| **CPE Year Ended 9-30-21** | | | | | |
| OMB Supplement Addendum and the Latest COVID-19 Single Audit Implicatons | X | X | | | X |
| Governmental Accounting and Auditing Update | X | | | X | X |
| GAQC Annual Update 2021 | X | X | X | X | |
| 2021 Compliance Supplement and Single Audit Update | X | X | X | X | |
| Uniform Guidance Revisions: What you Need to Know | X | X | X | X | |
| Single Audit Lightning Round-Insights on 2021 Compliance Supplement | X | X | X | | |
| Government Auditing Standards Fundamentals | X | X | X | | |
| State & Local Accounting - Navigating Component Units | X | X | | | |
| Part 1 - What is a Single Audit? | X | X | X | | X |
| Part 2 - Major Program Determination | X | | X | | |
| Part 3 - Compliance Requirements and Internal Control Over Compliance | X | X | | X | |
| Part 4 - Overview of Sampling and Single Audit Reporting Requirements | X | X | | | |
| An Audit Primer for Auditors of For-Profit Entities Receiving HHS Provider Relief Funds | | X | | X | X |
| Peer Review Conference 2021 | | | X | | |
| **CPE Year Ended 9-30-20** | | | | | |
| GAQC Required Annual Webcast | X | | | | X |
| NonAudit Services Under GAS | X | | | | |
| YellowBook - What You Need to Know | X | X | | X | X |
| Independence Update | X | | | | |
| GAQC - SLG Update | X | | | | |
| OMB Compliance Supplement & Single Audit Update | X | | | X | X |
| Applying the Uniform Guidance in Your Single Audits | X | X | | | X |
| A&A Update & Covid Issues | X | | | | |
| HUD Multifamily Update - Session 2 | | X | | | |
| Considering & Documenting Nonaudit Services Under YellowBook | | X | X | X | X |
| GAQC Annual Update Webcast 2020 | | X | | X | |
| State & Local Government Audit Planning Considerations | | X | X | X | X |
| Peer Review Update - Engagements Under GAS | | X | | | |
| YellowBook - Focus on Independence | | X | | | |
| YellowBook & Single Audit Update | | X | | X | |
| Peer Review Conference 2020 | | | X | | |
| 3rd Quarter A&A, COVID-19, NFP Issues & Compliance Supplement | | | X | | |

# APPENDIX C

# Smith Dukes References

| Name | Contact Info | Hours | Engagement Management | Uniform Guidance Audit | GFOA Certificate | Most Recent Audit |
|---|---|---|---|---|---|---|
| Mobile Area Water & Sewer | Van Sheppard, Comptroller<br>251.694.3158 | 400 | Mark Chapman<br>April Boudreaux<br>Miya Barnes | Yes | Yes | 12/31/2022 |
| Town of Pine Hill | Roberta Jordan, Mayor<br>334.963.4900 | 220 | April Boudreaux<br>Taylor Loaiza | No | Did Not Apply | 9/30/2022 |
| Mobile County EMA | Ronnie Adair, Executive Director<br>251.343.0439 | 175 | Mark Chapman<br>Miya Barnes | Yes | Did Not Apply | 9/30/2022 |
| Volunteers of America | Scott Huval, Finance Director<br>251.300.3500 | 1500 | Tim Smith<br>Joy Mothershed | Yes | N/A | 6/30/2022 |
| Mobile Public Library | Robert W. Hyde, Comptroller<br>251.208.7109 | 250 | April Boudreaux<br>Brooke Wooden | No | Did Not Apply | 9/30/2022 |
| Goodwill Easter Seals | Cindy Larry, CFO<br>251.471.1581 | 250 | April Boudreaux<br>Brooke Wooden | Yes | N/A | 9/30/2022 |
| Mobile County Water, Sewer, and Fire Protection Authority | Cindy McClendon, CFO<br>251.653.7346 | 200 | Mark Chapman<br>Brooke Wooden | No | Did Not Apply | 2/28/2023 |
| Boys & Girls Clubs | Robert Kennedy, Jr., CEO<br>251.432.1235 | 250 | April Boudreaux<br>Taylor Loaiza | Yes | N/A | 9/30/2022 |

**Note: All clients listed above are current clients of the firm and have been audited by us within the past year.**

# APPENDIX D

## Summary Schedule of Professional Fees and Expenses

| Audit | 2023 | 2024 | 2025 | 2026 | 2027 |
|---|---|---|---|---|---|
| Financial Audit | $175,500 | $184,500 | $193,500 | $203,500 | $214,500 |
| Single Audit | 19,500 | 20,500 | 22,500 | 23,500 | 23,500 |
| TOTAL | $195,000 | $205,000 | $216,000 | $227,000 | $238,000 |

# APPENDIX E

## Detail Schedule of Professional Fees and Expenses
## For Fiscal Year 2022-23 Only

| Financial Audit | Hourly Rate | Total Hours | Total $ |
|---|---|---|---|
| Partners | $ 315.00 | 135 | $ 42,525.00 |
| Managers | $ 200.00 | 405 | $ 81,000.00 |
| Supervisory Staff | $ 140.00 | 405 | $ 56,700.00 |
| Professional Staff | $ 110.00 | 405 | $ 44,550.00 |
| Other (Specify) - Discount | $ - | | $ - |
| SUBTOTAL | | 1350 | $ 224,775.00 |
| | | | |
| Meals & Lodging | $ - | | $ - |
| Transportation | $ - | | $ - |
| Report preparation, word processing, and printing | $ - | | $ - |
| Other - Absorption of year 1 set-up costs | $ - | | $ (49,275.00) |
| | | | $ (49,275.00) |
| | | | |
| **TOTAL** | | 1350 | $ 175,500.00 |

| Single Audit | Hourly Rate | Total Hours | Total $ |
|---|---|---|---|
| Partners | $ 315.00 | 15 | $ 4,725.00 |
| Managers | $ 200.00 | 45 | $ 9,000.00 |
| Supervisory Staff | $ 140.00 | 45 | $ 6,300.00 |
| Professional Staff | $ 110.00 | 45 | $ 4,950.00 |
| Other (Specify) - Discount | $ - | | $ - |
| SUBTOTAL | | 150 | $ 24,975.00 |
| | | | |
| Meals & Lodging | $ - | | $ - |
| Transportation | $ - | | $ - |
| Report preparation, word processing, and printing | $ - | | $ - |
| Other - Absorption of year 1 set-up costs | $ - | | $ (5,475.00) |
| | | | $ (5,475.00) |
| | | | |
| **TOTAL** | | 150 | $ 19,500.00 |

Smith, Dukes & Buckalew LLP

*Mobile:* 3800 Airport Blvd, Ste. 101 / Mobile, AL 36608 / 251.343.1200 / *Fax* 251.344.0966 / smithdukes.com

*Daphne:* 6475 Van Buren Ave., Ste. 200 / Daphne, AL 36526 / 251.621.9600 / *Fax* 251.621.9608

# Exhibit B

# Contractor Insurance

SMITDUK-01 AIVY

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/17/2023

**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: Jessica Lahti, CISR | |
|---|---|---|
| Thames Batre' Insurance<br>PO Box 6989<br>Mobile, AL 36660 | PHONE (A/C, No, Ext): (251) 643-7026 | FAX (A/C, No): (251) 473-9010 |
| | E-MAIL ADDRESS: Jessica@thamesbatre.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Cincinnati Insurance Company | 10677 |
| INSURED | INSURER B : | |
| Smith Dukes & Buckalew, LLP<br>P. O Box 160427<br>Mobile, AL 36616 | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | ECP 0377224 | 2/3/2022 | 2/3/2025 | 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 |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | EBA 0377224 | 2/3/2023 | 2/3/2024 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | ECP 0377224 | 2/3/2022 | 2/3/2025 | EACH OCCURRENCE | $ 3,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 3,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | | | | PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

The City of Mobile, Attn: City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**




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# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

**Submitted by:**

Cassie Boatwright, Real Estate Asset Management Dept

**Sponsored by:**

Councilmember Carroll and Mayor Stimpson

**Purpose and Scope of Project:**

paint the cruise terminal

**Amount of Contract:**

$30,500.00

**Funding Source**

| | |
|---|---|
| **Project #** Cruise Terminal painting and cleaning CT-064-23 | **Discretionary Funds** |
| **Project String** C0884 Cruise Terminal Painting and Cleaning (20002000-48010) | **Contract Number:**4595 |
| **Budget Amendment** **REDUCE** **INCREASE** | |
| **Grant Funds** | **Matching Funds** |

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| CT-064-23 Cruise Terminal Painting and Cleaning | Cover Memo | 8/18/2023 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Architectural Engineering | Boatwright, Cassie | Approved | 8/23/2023 - 5:44 PM |
| Capital | Rhodes, Brenda | Approved | 8/24/2023 - 8:50 AM |
| Legal | Kern, Chris | Approved | 8/24/2023 - 10:05 AM |
| Mayors Office | Montgomery, Brandi | Approved | 8/24/2023 - 3:11 PM |

# RESOLUTION

**2023**

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

| | |
|---|---|
| Name of Company: | INTEGRITY MAINTENANCE L.L.C. |
| Project Name: | CITY OF MOBILE ALABAMA CRUISE TERMINAL – CLEANING AND PAINTING |
| Project Number: | CT-064-23 |
| Amount: | $30,500.00 |

Adopted:

_____
City Clerk

# CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

**PROJECT NAME:** CRUISE TERMINAL PAINTING & CLEANING

**CAPITAL PROJECT #:** C0884 (20002000-48010)

**CONTRACT AMOUNT:** $30,500.00 **DATE OF RECEIPT:** _____

**ARCHITECTURAL ENGINEERING PROJECT #:** CT-064-23

**PROJECT DESCRIPTION:** FOR THE PAINTING AND CLEANING AT THE CITY OF MOBILE, ALABAMA CRUISE TERMINAL (201 SOUTH WATER ST).

**VENDOR NAME:** Integrity Maintenance L.L.C.

**VENDOR NUMBER:** 295931

**DEPT #:** 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

**CONTRACT ADMINISTRATOR:** CASSIE BOATWRIGHT (Director of REAM)

**Please Select by circling one (Type):**

| | | | |
|---|---|---|---|
| Architectural | Engineering | Testing | Professional Services |
| Construction (Unit Price)* | Construction** | ROW (Acquisitions) | |
| Performance-Contributed | Contractual | Non-Contractual | |

**RETAINAGE INFORMATION:**

**SHOULD RETAINAGE BE WITHHELD?** Y X N ___ ; 5% of the 1st 50% ___ or

If different, indicate special rate_____

***Unit Price Contracts are estimates per F. Kessler - do not require Change Orders***

****General Construction requires Change Order for 10% overages.***

**Prepared by:** Emma Dean – Office Assistant I **Date:** 8/18/2023

# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this_____.

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the Contractor: Integrity Maintenance L.L.C.
410 Hwy 43 S. Suite F-111
Saraland, AL 3671

City Business License No.:114046

Secretary of State Registration No.:000-544-181

For the following Project: Mobile Alabama Cruise Terminal
Painting and Cleaning
201 South Water Street
Mobile, Alabama 36602

Project Number: CT-064-23

The Owner and Contractor agree as set forth below:

**1.0 CONTRACTOR'S SERVICE**

**1.1** The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is Thirty Thousand Five Hundred and 00/100 Dollars ($30,500.00), which includes a Contingency Allowance of Two Thousand Five Hundred and 00/100 Dollars ($2,500.00).

**1.2** If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

## 1.3 ALLOWANCE

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to ten percent (10%) of labor, materials and equipment costs on subcontractor's work; and fifteen percent (15%) on work of Contractor's own forces.

B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.

C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

## 2.0 OWNER'S REPRESENTATIVE

**2.1** The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director or Acting Director of Architectural Engineering or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

## 3.0 GENERAL REQUIREMENTS

**3.1** The Contractor shall deliver the Work complete by 12p.m., September 29th, 2023.

**3.2** The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

**3.3** This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

**3.4** All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

## 3.5 LIQUIDATED DAMAGES

A time charge equal to Two Hundred Fifty dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains incomplete or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work. The amount of which shall be deducted by the Owner, and shall be

retained by the Owner, out of monies otherwise due to the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

**3.6. INSURANCE**

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured,*** and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama and the United States of America.

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 |

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage. $2,000,000 Aggregate on a "Per Project" Basis.

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.

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

**Additional Insured** - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

**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.

**Notice of Cancellation** – Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

**Certificates of Insurance** – General – Within ten (10) calendar days from date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (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.

**If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles**, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

**3.7** 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 an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

**3.8** Indemnification. Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

**3.9** 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.

**3.10** Contractor shall obtain, at its own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

**3.11** 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.

**3.12 BEST MANAGEMENT PRACTICES (BMPs):** The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All wastewater with oils, grease, etc., shall be properly contained and disposed of.

**3.13 HEALTH PRACTICES:** CDC/NIH Covid-19 Guidelines are in effect throughout contract duration. The Contractor shall adhere to current guidelines as directed by the City. All Contractor's personnel, Sub-Contractors, Material Suppliers and others shall wear a face mask/face covering at all times while in a City of Mobile building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.

**3.14 METHOD of PAYMENT:** Contractor shall provide two (2) notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.

**3.15 TERMINATION of CONTRACT:** The City may terminate the contract upon thirty (30) days written notice. Notice from the City shall be mailed to the address provided by the Contractor on this form. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

**3.16 LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND: N/A**

**3.17 RETAINAGE:**

For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

The net amount of the Retainage shall be equal to two- and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

**3.18 PROOF OF ADVERTISEMENT of COMPLETION**

(a) Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than fifty thousand dollars ($50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

(b) Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Integrity Maintenance L.L.C. has completed the contract for Mobile, Alabama Cruise Terminal – Painting and Cleaning, CT-064-23, 201 South Water Street, Mobile, Alabama 36602. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

**3.19 CONTRACTOR WARRANTY and CERTIFICATION**

A. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a two (2) year Labor and Materials Warranty on company letterhead at completion of the Contract.

**4.0 CONTRACT DOCUMENTS**

A. The contract documents consist of this Agreement, the Request for Quotes documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Architectural Engineering Director will apply.

B. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Request for Quotes documents, dated July 26,2023, as prepared by the City of Mobile Architectural Engineering Department;
2. Addendum No 1, dated August 1st, 2023, and Addendum No 2, dated August 4th, 2023;
3. E-Verify Documentation;

4. Certificate of Insurance with endorsements; and
5. This Instrument (Agreement).

**5.0 DISPUTE RESOLUTION**

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

**6.0 FORCE MAJEURE**

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

**7.0 NONDISCRIMINATION**

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

B. Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

**8.0 IMMIGRATION LAWS**

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

**9.0 Public Contracts with Entities in certain Boycott Activities:**

By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHERE OF,** the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority and the Contractor by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

**OWNER: City of Mobile**

Signature

William S. Stimpson, Mayor
Printed Name and Title

**Legal Name of Party to Contract:**
**CONTRACTOR: Integrity Maintenance L.L.C.**

Jason Carter
By Signature

Jason Carter, President
Printed Name and Title

**(Corporate Seal if applicable)**

**ATTEST: City of Mobile**

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jason Carter as President of Integrity Maintenance L.L.C.and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 17th day of August, 2023.

Odetta Woods Stutts
NOTARY PUBLIC
My Commission Expires: March 2, 2026

ODETTA WOODS STUTTS NOTARY PUBLIC STATE OF ALABAMA

**EXHIBIT A**
**SCOPE OF WORK**

City of Mobile, Alabama Cruise Terminal
Painting & Cleaning

Project #CT-064-23

The work of this contract consists of cleaning the exterior balcony walls, ceilings, floors, and exterior surfaces of windows and re-painting the walls, ceilings. The balcony floor shall be re-coated with materials provided by the Owner.

END OF SCOPE OF WORK

OFFICE OF SUPPLIER DIVERSITY

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

**Contact Office of Supplier Diversity for questions on completing this form.**
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

**FORM 1: Background and Plan**

**Section I. Information about your company**

| | |
|---|---|
| Company | Integrity Maintenance L.L.C. |
| Address | 410 Hwy 43 S. Suite F-111, Saraland AL. 36571 |
| Telephone | 251-391-9073 |
| E-Mail | integritym.17@gmail.com |

| | |
|---|---|
| RFP/RFQ Solicitation Number | CT-064-23 |
| Project Description | City of Mobile Alabama Cruise Terminal- Cleaning & Painting |
| Is your company a DBE company? | Yes ☑ No ☐ |
| Work force demographics | Male ✓ Female _____ Minority ✓ Non-minority _____ SDVO _____<br>Total #of Employees 3 |

**Subcontractor/Major Supplier Plan submitted by:**

Printed Name: Jason Carter/ Integrity Maintenance L.L.C.

Signature: Jason Carter Date: 8/7/2023

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Jason Carter Title: President

Email: integritym.17@gmail.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 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 Integrity Maintenance L.L.C. Your Bid/Proposal Amount $_____ Date: 8/7/2023

_____/_____/_____ Description City of Mobile Alabama Cruise Terminal- Cleaning & Painting

Name of Bidder/Proposer: Jason Carter/ Integrity Maintenance L.L.C.

**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 |
|---|---|---|---|---|---|---|
| Integrity Maintenance L.L.C. | 251-391-9073 | Cleaning & Painting | $28,000 | 100% | 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: Integrity Maintenance L.L.C.

Contact Person: Jason Carter Phone 251-391-9073 Email integritym.17@gmail.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

| YES ( ) | NO ( ) | Did you do these suggested areas for DBE recruitment and engagement |
|---|---|---|
| | NA | **PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities. |
| ✓ | | **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 |
| | NA | **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. |
| | NA | **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.) |
| | NA | **ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond. |
| | NA | **INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors. |

| | | |
|---|---|---|
| | | |
| | NA | **INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract. |
| | NA | **WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively. |
| | NA | **COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms. |
| | | |

**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. _____

_____

_____

# Alabama Secretary of State

| Integrity Maintenance L.L.C. | |
|---|---|
| Entity ID Number | 000 - 544 - 181 |
| Entity Type | Domestic Limited Liability Company |
| Principal Address | Not Provided |
| Principal Mailing Address | Not Provided |
| Status | Exists |
| Place of Formation | Mobile County |
| Formation Date | 02/21/2019 |
| Registered Agent Name | CARTER, JASON |
| Registered Office Street Address | 410 HWY 43 S. SUITE F-111<br>SARALAND, AL 36571 |
| Registered Office Mailing Address | 410 HWY 43 S. SUITE F-111<br>SARALAND, AL 36571 |
| Nature of Business | |
| **Annual Reports** | |
| Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports. | |
| Report Year | 2021 2022 2023 |
| **Transactions** | |
| Transaction Date<br>Miscellaneous Filing Entry | 02/26/2019<br>New Entity Effective 02-21-2019 11:18 |
| Transaction Date<br>Agent Mailing Address Changed From | 10/21/2021<br>CARTER, JASON<br>5319 HWY 90 W STE 102 PMB # 101<br>MOBILE, AL 36619 |
| Transaction Date<br>Registered Agent Changed From | 10/21/2021<br>CARTER, JASON<br>5319 HWY 90 W STE 102 PMB # 101<br>MOBILE, AL 36619 |
| **Scanned Documents** | |
| | |
| Document Date / Type / Pages | 02/26/2019 Certificate of Formation 3 pgs. |
| Document Date / Type / Pages | 10/21/2021 Registered Agent Change 2 pgs. |
| | |

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

**Company ID Number:** 1640438

**Approved by:**

| | |
|---|---|
| **E-Verify Employer Agent Employer**<br>Integrity Maintenance LLC | |
| **Name** (Please Type or Print)<br>Jason Carter | **Title** |
| **Signature**<br>Electronically Signed | **Date**<br>02/09/2021 |
| **Department of Homeland Security – Verification Division** | |
| **Name** (Please Type or Print)<br>USCIS Verification Division | **Title** |
| **Signature**<br>Electronically Signed | **Date**<br>02/09/2021 |

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1640438

| Information Required for the E-Verify Program | |
|---|---|
| **Information relating to your Company:** | |
| **Company Name** | Integrity Maintenance LLC |
| **Company Facility Address** | 410 Hwy 43 S suite f 111<br>Saraland, AL 36571 |
| **Company Alternate Address** | |
| **County or Parish** | MOBILE |
| **Employer Identification Number** | 833067607 |
| **North American Industry Classification Systems Code** | 236 |
| **Parent Company** | |
| **Number of Employees** | 1 to 4 |
| **Number of Sites Verified for** | 1 site(s) |

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

**Company ID Number:** 1640438

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL 1

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

**Company ID Number:** 1640438

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

| | |
|---|---|
| Name | Jason Carter |
| Phone Number | 2513919073 |
| Fax | |
| Email | integritvm.17@gmail.com |

| | |
|---|---|
| Name | Jason Carter |
| Phone Number | 2513919073 |
| Fax | |
| Email | integritvm.17@gmail.com |

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/16/2023

**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<br>Alabama Insurance Exchange<br>PO Box 724728<br>Atlanta GA 31139 | CONTACT NAME: Karen Thompson<br>PHONE (A/C, No, Ext): (205) 988-0800 FAX (A/C, No): (770) 858-7545<br>E-MAIL ADDRESS: karen@aieins.com |
| INSURED<br>Intergrity Maintenance LLC<br>410 Hwy 43 S Ste F-111<br>Saraland AL 36571 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Western World<br>INSURER B : Auto-Owners Insurance Co. — 18988<br>INSURER C : Alabama Home Builders SIF — 00004<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** Rev 2023 COI **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<br>[ ] CLAIMS-MADE [X] OCCUR<br>Contract Liability Per CG0001 4/13<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | NPP8934189 | 05/15/2023 | 05/15/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>[ ] | $ 1,000,000<br>$ 50,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ Included<br>$ |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | Y | Y | 5219562000 | 02/28/2023 | 02/28/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>[ ] | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | Y | Y | EZXS3116814 | 05/22/2023 | 05/22/2024 | EACH OCCURRENCE<br>AGGREGATE<br>[ ] | $ 4,000,000<br>$ 4,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | 35622 | 01/01/2023 | 01/01/2024 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Project# CT-064-23 Mobile Alabama Cruise Terminal Painting and Cleaning 201 South Water Street Mobile, Alabama 36602
Contractral liability per form CG0001 04/13
City of Mobile is an additional insured as respects to general liability, auto liability. and umbrella. General liability and Auto liability is primary and non-contributory. Umbrella follows form. Waiver of subrogation in favor of City of Mobile as respects to general liability, auto liability and umbrella . 30 day cancellation in favor of City of Mobile as respects to general liability. By waiving subrogation, the employer and servicing agent may still receive reimbursement
from the lawsuit or claim of the injured individual; however, the employer and servicing agent may not file a claim or a lawsuit against City of Mobile.

**CERTIFICATE HOLDER**

City of Mobile
PO Box 1827
Mobile AL 36633

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Michelle Kidd

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# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

**Submitted by:**

Rob Lasky, Office of Professional Responsibiltiy

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

Three year contract with Clear Risk US Corp for claims administration software and services, renewable for an additional three-year period.
General fund.

**Amount of Contract:**

NTE $150K total per each 3 yr period

**Funding Source**

**Project #** **Discretionary Funds**

**Project String** 10040535 .42200 **Contract Number:**

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

**Grant Funds** **Matching Funds**

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| 2023 Agenda Package Clear Risk | Cover Memo | 8/23/2023 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Budget | Sapp, Celia | Approved | 8/23/2023 - 5:59 PM |
| Legal | Kern, Chris | Approved | 8/24/2023 - 9:57 AM |
| Legal | Kern, Chris | Approved | 8/24/2023 - 9:57 AM |
| Mayors Office | Montgomery, Brandi | Approved | 8/24/2023 - 3:12 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 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 the Clear Risk US Corp., for claims administration software and services, for three years, renewable for another three year period without further approval required by Council, in an amount as needed not to exceed $150,000 for each three-year period, 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

**CLEARRISK**

**SERVICES AGREEMENT**

**THIS SERVICES AGREEMENT** (the "**Agreement**") is made at St. John's, in the Province of Newfoundland and Labrador, this _____ day of _____, 2023 (the "**Effective Date**") by and between **CLEAR RISK US Corp.**, a corporation organized and existing under the laws of the State of Delaware ("**ClearRisk**") and City of Mobile, a municipal corporation organized and existing under the laws of the State of Alabama ("**Client**").

**IN CONSIDERATION** of the mutual covenants contained herein, ClearRisk and the Client agree as follows:

## 1. INTERPRETATION

1.1 Definitions.

(a) "**Business Day**" means any day other than Saturday, Sunday or a day that is a statutory holiday as observed by the City of St. John's, in the Province of Newfoundland and Labrador.

(b) "**ClearRisk**" means Clear Risk US Corp.

(c) "**ClearRisk Service**" means ClearRisk's proprietary online, Web-based risk management solutions, for which Client is granted rights of access and use in accordance with this Agreement, including offline or mobile components or applications as described in the Documentation and any other ancillary services available in connection therewith, as the ClearRisk Service may be updated from time to time by ClearRisk in its sole discretion.

(d) "**Client**" means the entity described above and defined as the Client.

(e) "**Client Data**" means electronic data and information submitted by or for Client to the ClearRisk Service.

(f) "**Data Protection Laws**" means all laws and regulations, including laws and regulations of Canada and the United States (including the *Personal Information Protection and Electronic Documents Act* (Canada), the Canadian Anti-Spam Legislation and the *California Consumer Privacy Act*), applicable to the Processing of Personal Information under the Agreement.

(g) "**Documentation**" means the user documentation for the ClearRisk Service found within Client's ClearRisk Service instance and its usage guides and policies, as updated from time to time, accessible via the ClearRisk Service.

(h) "**Fees**" mean Subscription Fees, and Professional Services Fees, as applicable.

(i) "**Malicious Code**" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

(j) "**Party**" means ClearRisk or Client and "**Parties**" means ClearRisk and Client.

(k) "**Personal Information**" means any information relating to an identified or identifiable natural person as defined under applicable Data Protection Laws.

(l) "**Processing**" means any operation or set of operations which is performed upon Personal Information, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

(m) "**Professional Services**" means the implementation, training and other services provided by ClearRisk pursuant to a Statement of Work.

(n) "**Professional Services Fees**" means the fees for Professional Services set forth in Schedule A or in the applicable Statement of Work.

(o) "**Salesforce Platform**" means the SFDC proprietary online, web-based platform service described in the SFDC Service Agreement.

(p) "**SFDC**" means Salesforce.com, Inc.

(q) "**SFDC Service Agreement**" means the Salesforce.com, Inc. service agreement located at https://www.clearrisk.com/SFDCSA and which governs Client's use of the ClearRisk Service on the Salesforce Platform.

(r) "**Statement of Work**" means a statement of work for Professional Services entered into by Clear Risk and Client which refers to this Agreement.

(s) "**Subscription Fee**" means the fee payable by Client as set out in Schedule A.

(t) "**Support Services**" means the technical support services for the ClearRisk Service provided by ClearRisk in accordance with Section 3.4 hereof.

(u) "**Term**" means the Initial Term and any Renewal Terms (each as defined in Section 2 hereof).

(v) "**User**" means an individual who is authorized by Client to use the ClearRisk Service or for whom the ClearRisk Service has been provisioned, and to whom Client has supplied a user identification and password. Users may include, for example, employees, consultants, contractors and agents of Client.

1.2 Rules of Interpretation. Words importing the singular number shall include the plural and vice versa and words importing the use of any gender shall include all genders. Headings used in this Agreement are for convenience of reference only and shall not constitute a part of this Agreement for any other purpose including, without limitation, its interpretation. Expressions such as "hereof", "hereunder" and "he re by" shall be construed as referring to the entire Agreement and not only to the particular Article, section, subsection or clause in which they appear. In determining beneficial ownership by a person, such person shall be considered as having a beneficial ownership interest in the assets of any company controlled, directly or indirectly, by such person. This Agreement shall not be construed or interpreted so as to create any rights to or be enforceable by any person who or which is not now, or does not in future become, a party to this Agreement.

1.3 Business Days. In the event that any act is required hereunder to be done, any notice is required hereunder to be given, or any period of time is to expire hereunder on any day that is not a Business Day, such act shall be required to be done or notice shall be required to be given or time shall expire on the next succeeding Business Day.

1.4 Schedules. The following Schedules are attached hereto and form part of this Agreement:

Schedule A – Fee Schedule

Schedule B – Initial Statement of Work

## 2. TERM

2.1 Term of Agreement. This Agreement comes into force as of the Effective Date hereof and has an initial term of [three (3) years] from the Effective Date (the "**Initial Term**"), unless terminated earlier in accordance with the provisions of this Agreement or applicable law or it is renewed in accordance with Section 2.2 hereof.

2.2 Auto-Renewal Unless Terminated. This Agreement shall renew for one succeeding three-year term (each a "**Renewal Term**") unless a Party notifies the other Party of its intention not to renew this Agreement no less than 30 days prior to the expiration of the Initial Term or any Renewal Term.

2.3 Fee Changes. At the end of the Initial Term of this Agreement and any subsequent Renewal Terms, ClearRisk may adjust the Subscription Fees payable under this Agreement by providing Client written notice of such adjustment at least 60 days prior to the beginning of the Renewal Term.

## 3. THE CLEARRISK SERVICE

3.1 Grant of Right to Use the ClearRisk Service. Subject to the terms and conditions of this Agreement and payment of the applicable Fees, ClearRisk hereby grants to Client a non-exclusive, worldwide, non-transferable, non-sublicensable right to (a) access and use (and to permit Users to access and use) the ClearRisk Service, solely during the Term; and (b) access and use, and to permit Users to access and use, the Documentation as reasonably necessary to support the Client's permitted use of the ClearRisk Service during the Term.

3.2 SFDC Service Agreement. Client acknowledges that the ClearRisk Service is provided on the Salesforce Platform and hereby agrees that the terms and conditions set forth in the SFDC Service Agreement are hereby incorporated by reference and form part of this Agreement and Client hereby agrees to be bound by the SFDC Service Agreement. Client acknowledges and agrees that the terms set out in the SFDC Service Agreement are imposed upon ClearRisk by SFDC and a breach by Client of the terms and conditions set forth therein constitutes a material breach of this Agreement and could impact and/or prevent Client from being able to access and use the ClearRisk Service.

3.3 Restrictions. Client shall not (and shall not allow Users or any third party to): (a) possess, download or copy the ClearRisk Service or any part of the ClearRisk Service, including but not limited any component which comprises the ClearRisk Service, but not including any output from the ClearRisk Service; (b) knowingly interfere with service to any of ClearRisk's customers, users, host or network, including by means of intentionally submitting a virus, overloading, flooding, spamming, mail bombing or crashing; (c) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the ClearRisk Service and/or Documentation, except to the extent that enforcement is prohibited by applicable law; (d) circumvent any timing restrictions that are built into the ClearRisk Service; (e) sell, rent, lend, transfer, distribute, license, or grant any rights in the ClearRisk Service or Documentation in any form to any person without the written consent of ClearRisk; (f) remove any proprietary notices, labels, or marks from the ClearRisk Service or Documentation; (g) create any "links" to or "frame" or "mirror" of the ClearRisk Service or any portion thereof; or (h) use the ClearRisk Service in violation of applicable laws.

3.4 Support. During the Term, ClearRisk, or its authorized support partner, will provide Support Services at no additional charge. Support Services will include: (a) email support is monitored and provided from 8:00 AM to 5:00 PM (ET) ON BUSINESS DAYS and emails outside of these hours will be responded to on a reasonable efforts basis; and (b) ClearRisk will use commercially reasonable efforts to respond to support enquiries within one (1) Business Day. Customer will have access to ClearRisk's technical support web site and may use the web site to submit service requests. ClearRisk shall not be required to provide Support Services if Client is in default of any of its material obligations under this Agreement.

3.5 Professional Services. If agreed to in a Statement of Work, ClearRisk, or its authorized services partner, will provide Professional Services on a time and materials basis for the Professional Services Fees set forth in Schedule A and in accordance with the terms and conditions in the applicable Statement of Work. The initial Statement of Work for implementation of the ClearRisk Service is attached hereto as Schedule B.

## 4. CLIENT DATA AND PERSONAL INFORMATION

4.1 Ownership. As between ClearRisk and Client, Client exclusively owns all rights, title and interest in and to all Client Data. ClearRisk does not acquire any rights, title or ownership interest of any kind whatsoever, express or implied, in any of the Client Data.

4.2 Technical and Organizational Safeguards. In connection with the provision of the ClearRisk Service, ClearRisk will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Client Data by ClearRisk personnel except (a) to provide the ClearRisk Service and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 9.4 below and upon identification of lawful authority, or (c) as expressly permitted in writing by Client. ClearRisk shall not access Client Data except to provide the ClearRisk Service and prevent or address service or technical problems, or at Client's request in connection with customer support matters. ClearRisk will use US data centres to the maximum degree possible to deliver the ClearRisk application. ClearRisk data processing, certain integrations, and support by ClearRisk employees resides in Canada and ClearRisk agrees to provide North American data processing and data residency within either the US or Canada as part of the Agreement. ClearRisk is currently partnered with a security firm and working towards SOC 2 Type II compliance audit. The data centres and cloud providers ClearRisk leverage to provide the ClearRisk application hold SOC2, ISO 27001, and other compliance certifications. ClearRisk will be audited by an AICPA approved third party auditor as part of its SOC 2 certification process and annually thereafter to maintain its certification. ClearRisk can make its audit report available to the customer once available and upon request for future audits.

4.3 Client Data and Portability. Upon request by Client made during the Term or within thirty (30) days after the effective date of termination of this Agreement, Clear Risk will make the Client Data available to Client for export or download as provided in the Documentation. After such 30-day period, Clear Risk will have no obligation to maintain or provide any Client Data, and will thereafter delete or destroy all copies of Client Data in its systems or otherwise in its possession or control as provided in the Documentation, unless legally prohibited.

4.4 Personal Information. To the extent that Client Data includes Personal Information:

(a) *ClearRisk's Processing of Personal Information*. ClearRisk shall secure Personal Information with all necessary safeguards appropriate to the level of sensitivity of the Personal Information. ClearRisk shall only Process Personal Information in accordance Data Protection Laws and only for the following purposes: (i) Processing in accordance with the Agreement; (ii) Processing initiated by Client's Users or customers in their use of the ClearRisk Service; and (iii) Processing to comply with other documented reasonable instructions provided by Client where such instructions are consistent with the terms of the Agreement.

(b) *California Consumer Privacy Act ("**CCPA**").* ClearRisk is a "Service Provider" as such term is defined under §1798.140(v) of the CCPA. As such ClearRisk shall not retain, use or disclose any Personal Information received from the Client during the Term for any purpose other than the specific purpose of providing the ClearRisk Service and other related services specified in this Agreement or for such other business purpose as is specified in this Agreement.

(c) *ClearRisk Personnel*. ClearRisk shall ensure that its personnel engaged in the Processing of Personal Information are informed of the confidential nature of the Personal Information and have received appropriate training on their responsibilities and ClearRisk shall take commercially reasonable steps to ensure the reliability of any ClearRisk personnel engaged in the Processing of Personal Information.

(d) *Client's Obligations*. Client's instructions to ClearRisk for the Processing of Personal Information shall comply with Data Protection Laws. Client shall have sole responsibility for the accuracy, quality, and legality of Personal Information and the means by which Client acquired Personal Information. Client hereby represents and warrants to, and covenants with ClearRisk that Client Data will only contain Personal Information in respect of which Client has provided all notices and disclosures, obtained all applicable third party consents and permissions and otherwise has all authority, in each case as required by applicable Data Protection Laws, to enable ClearRisk to provide the ClearRisk Service, including with respect to the Processing of Personal Information, including by or to ClearRisk and to or from all applicable third parties.

(e) *Security Incident*. Upon becoming aware of any unlawful access to any Personal Information, any unauthorized access to such facilities or equipment resulting in loss, disclosure or alteration of any Personal Information, or any actual loss of or suspected threats to the security of Personal Information (including any physical trespass on a secure facility, computing systems intrusion/hacking, loss/theft of a computing device, storage media or printed materials, or other unauthorized access) (each a "**Security Incident**"), ClearRisk will promptly notify Client of the Security Incident (and in all circumstances at least as soon as it reports to similarly situated customers of Client, but in any event as soon as reasonably possible in the circumstances), and will investigate or perform required assistance in the investigation of the Security Incident and provide Client with detailed information about the Security Incident. ClearRisk will take all commercially reasonable steps to mitigate the effects of the Security Incident, or assist Client in doing so; and will provide prior notice to Client of, and will not undertake any, proposed communications to third parties related to a Security Incident involving Personal Information without Client's prior written approval, not to be unreasonably withheld, conditioned or delayed. ClearRisk will work with and coordinate with Client on any such notices in any event. Subject to Section 13, ClearRisk will comply with this Section 4.4(e) at ClearRisk's cost, unless the Security Incident arose from Client's negligent or willful acts or ClearRisk's compliance with Client's express written instructions.

(f) *Request for Personal Information*. ClearRisk shall (at Client's expense) taking into account the nature of the processing, provide all reasonable cooperation to assist Client by appropriate technical and organisational measures, in so far as is possible, to respond to any requests from individuals or applicable data protection authorities relating to the Processing of Client Personal Information under this Agreement. In the event that any such request is made to ClearRisk directly, ClearRisk shall not respond to such communication directly without Client's prior authorization, unless legally compelled to do so. If ClearRisk is required to respond to such a request, ClearRisk shall promptly notify Client and provide it with a copy of the request unless legally prohibited from doing so.

## 5. CLIENT RESPONSIBILITIES

5.1 Users. Client is responsible for all activities that occur in User accounts and for its and its Users' compliance with this Agreement. Client shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data and the means by which Client acquired Client Data; (b) use commercially reasonable efforts to prevent unauthorized access to, or use of, the ClearRisk Service, and notify ClearRisk promptly of any such unauthorized access or use; and (c) use the ClearRisk Service only in accordance with the Documentation and applicable laws and government regulations.

5.2 Equipment. Client is solely responsible for acquiring, servicing, maintaining and updating all equipment, computers, software and communications services (such as Internet access) that are required to allow Client to access and use the ClearRisk Service and for all expenses relating thereto. Client agrees to access and use, and shall ensure that all Users access and use, the ClearRisk Service in accordance with any and all operating instructions or procedures that may be issued by ClearRisk from time to time.

## 6. FEES AND PAYMENT TERMS

6.1 Fees. Client agrees to pay the Fees and other charges for the ClearRisk Service and Professional Services provided under this Agreement as specified in Schedule A. Except as otherwise specified herein, payment obligations are non-cancellable and Fees paid are non-refundable,

6.2 Annual Cost Escalation. Client agrees that all Subscription Fees will increase by 5% each and every year at the anniversary date.

6.3 Taxes. All amounts payable hereunder are exclusive of any and all taxes, and Client is responsible for payment of such taxes (excluding taxes based on ClearRisk's net income). All prices are stated, and Client shall pay, in US dollars.

6.4 Invoicing and Payment. Fees will be invoiced in advance and unless otherwise stated herein, charges are due upon receipt of invoice.

6.5 Suspension for Non-Payment. ClearRisk may immediately suspend Client's access to and use of the ClearRisk Service if Client fails to make any payment due in respect of the ClearRisk Service and does not cure such non-payment within ten (10) Business Days after receiving notice of such failure. Any suspension of the rights hereunder by ClearRisk under the preceding sentence shall not excuse Client from its obligation to make all payment(s) under the Agreement.

6.6 Payment Disputes. ClearRisk will not exercise its rights under Section 6.5 (Suspension for Non-Payment) above if Client is disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

## 7. AUDITS

ClearRisk shall have the right, with reasonable notice and during normal business hours, at ClearRisk's sole expense and in as non-disrupting a manner as reasonably possible, to verify Client's compliance with Client's obligations hereunder through a remote or an on-site audit of Client's records, facilities and licensing processes by ClearRisk or a third party representative of ClearRisk. Client shall permit up to one such audit per year, including once during the 12 month period following the termination of this Agreement for any reason. ClearRisk may use such audit reports solely to enforce its rights hereunder and shall otherwise treat audit reports and any information received in connection with such audits as Confidential Information. In the event that an audit establishes that Client is in material breach of its obligations hereunder, Client shall reimburse ClearRisk for the cost of the audit and shall promptly pay to ClearRisk all outstanding Fees.

## 8. INTELLECTUAL PROPERTY

8.1 The ClearRisk Service. Subject to the limited rights expressly granted hereunder, ClearRisk reserves all rights, title and interest in and to the ClearRisk Service, including all related intellectual property rights. No rights are granted to Client hereunder other than as expressly set forth in this Agreement. ClearRisk retains all right, title and interest in and to the ClearRisk Service at all times, and regardless of the form or media in or on which the original or other copies may subsequently exist. Finally, any suggestions, ideas or inventions that Client, its employees or agents, voluntarily and optionally disclose to ClearRisk through any means will be used, or not used, by us at ClearRisk's sole discretion; and, ClearRisk will have no obligation

to Client, its employees and/or agents regarding any ideas or inventions that Client, its employees and/or agent disclose through such means.

8.2 Usage Data. Notwithstanding anything to the contrary in this Agreement, Client acknowledges that the ClearRisk Service may provide Usage Data (as hereinafter defined) to ClearRisk and ClearRisk may monitor Client's use of the ClearRisk Service and collect and compile aggregated and anonymized data, information, analytics and diagnostic statistics relating to the provision and operation, and Client's use, of the ClearRisk Service ("**Usage Data**"). As between ClearRisk and Client, all right, title, and interest in Usage Data, including all intellectual property rights therein, are owned solely by ClearRisk. ClearRisk may use Usage Data to support (including to improve) the ClearRisk Service, develop new products and services, and for any other business purpose, *provided that* the Usage Data does not contain any Personal Information or other user identifier and is not associated with Client or any User.

8.3 Feedback. Client may provide reasonable feedback to ClearRisk including, but not limited to, suitability, problem reports, suggestions, enhancement request, recommendation, correction, and other information with respect to the operation of the ClearRisk Service ("**Feedback**"). Client hereby grants to ClearRisk a fully paid-up, royalty-free, worldwide, assignable, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the ClearRisk Service, the Documentation and any other ClearRisk products or services, or for any other purposes, any Feedback provided by Client or its Users.

## 9. CONFIDENTIALITY

9.1 Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential and proprietary information of a Party ("**Disclosing Party")** disclosed to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing), the Service and Documentation, Client Data (which is the Confidential Information of the Client), business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; (iv) is received from a third party without breach of any obligation owed to the Disclosing Party, or (v) is required to be disclosed by the Alabama Public Records Act, Ala Code 36-12-40, or otherwise required to be disclosed by law..

9.2 Confidentiality. Subject to Section 9.4 below, and unless the Disclosing Party expressly agrees in writing otherwise, the Receiving Party will: (a) use the Disclosing Party's Confidential Information only during the Term and only as necessary to perform the Receiving Party's obligations under this Agreement; (b) disclose the Disclosing Party's Confidential Information only to the Receiving Party's directors, officers, agents, employees and authorized subcontractors and their employees and only to the extent that such disclosure is necessary to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement. Client shall not disclose any performance, benchmarking, or feature-related information about the ClearRisk Service.

9.3 Protection. Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).

9.4 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

9.5 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies may be inadequate.

9.6 Return of Confidential Information. Upon Disclosing Party's written request upon expiration or termination of this Agreement (or at any earlier time upon written request by the Disclosing Party), the Receiving Party will: (a) promptly deliver to the Disclosing Party all originals and copies, in whatever form or medium, of all the Disclosing Party's Confidential Information and all documents, records, data and materials, in whatever form or medium, containing such Confidential Information in the Receiving Party's possession, power or control and the Receiving Party will delete all of the Disclosing Party's Confidential Information from any and all of the Receiving Party's computer systems, retrieval systems and databases; and (b) request that all persons to whom it has provided any of the Disclosing Party's Confidential Information comply with this Section 9.6.

## 10. WARRANTIES AND DISCLAIMERS

10.1 Limited Warranties. ClearRisk hereby represents and warrants to Client that:

(a) During the Term the ClearRisk Service will perform materially in accordance with the Documentation therefor; and

(b) the ClearRisk Service will not contain any Malicious Code.

10.2 Warranty Disclaimers. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED HEREIN, CLEARRISK PROVIDES THE CLEARRISK SERVICE ON AN "**AS IS**" AND "**AS AVAILABLE**" BASIS. CLEARRISK MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, AND THERE ARE NO CONDITIONS, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, (INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, RESULTS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF THE TRADE) AS TO, ARISING OUT OF OR RELATED TO THE FOLLOWING: (I) THIS AGREEMENT; (II) THE CLEARRISK SERVICE; OR (III) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION OR CLIENT DATA TRANSMITTED TO OR FROM THE CLEARRISK SERVICE. CLEARRISK ALSO DISCLAIMS ALL LIABILITY WITH REGARD TO CLIENT'S VIEWING OF ANY WEB SITES THAT MAY BE LINKED FROM THE CLEARRISK SERVICE. CLEARRISK DOES NOT REPRESENT OR WARRANT THAT THE CLEARRISK SERVICE WILL MEET ANY OR ALL OF CLIENT'S PARTICULAR REQUIREMENTS, THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE CLEARRISK SERVICE WILL BE RELIABLE, THE QUALITY OF ANY PRODUCTS OBTAINED OR PURCHASED THROUGH THE USE OF THE CLEARRISK SERVICE WILL MEET CLIENT'S EXPECTATIONS OR THAT THE CLEARRISK SERVICE WILL OPERATE ERROR-FREE OR UNINTERRUPTED. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

## 11. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION

11.1 Indemnification by ClearRisk. Subject to this Agreement, ClearRisk shall defend, indemnify and hold Client harmless against any loss, damage or costs (including reasonable legal fees) incurred in connection with claims, demands, suits, or proceedings made or brought against Client by a third party alleging that the use of the Service and Documentation as contemplated hereunder infringes the intellectual property rights of a third party (each an "**Infringement Claim**"); provided, that Client (a) promptly gives written notice of the Infringement Claim to ClearRisk; (b) gives ClearRisk sole control of the defense and settlement of the Infringement Claim (provided that ClearRisk may not settle or defend any Infringement Claim unless it

unconditionally releases Client of all liability); and (c) provides to ClearRisk, at ClearRisk's cost, all reasonable assistance and information.

11.2 Other Remedies. In addition to the indemnity contained in Section 11.1, if (a) ClearRisk becomes aware of an actual or potential Infringement Claim, or (b) Client provides ClearRisk with notice of an actual or potential Infringement Claim, ClearRisk may (or in the case of an injunction against Client, shall), at ClearRisk's sole option and determination: (i) procure for Client the right to continue to use the ClearRisk Service; or (ii) replace or modify the ClearRisk Service with an equivalent or better service so that Client's use is no longer infringing; or (iii) if (i) and (ii) are not commercially reasonable, as determined by ClearRisk in its sole discretion, terminate the rights granted hereunder to the Client to access and use the ClearRisk Service and refund to Client that portion of any prepaid Subscription Fees that is applicable to the period following the termination of the Agreement pursuant to this Section 11.2, less any outstanding Subscription Fees owed on such affected portion of the ClearRisk Service.

11.3 Exclusions. The indemnity in Section 11.1 does not extend to (a) any Infringement Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the combination of the ClearRisk Service with other products, software or services not provided or approved by ClearRisk, if such infringement would have been avoided but for such combination; or (b) any use, distribution or sublicensing in breach of or outside the scope of this Agreement.

11.4 Sole Remedies. THIS SECTION 11 CONTAINS CLEARRISK'S ENTIRE LIABILITY, AND CLIENT'S SOLE AND EXCLUSIVE REMEDIES, FOR INFRINGEMENT CLAIMS.

**12. INDEMNIFICATION BY CLIENT - DELETED FROM AGREEMENT**

**13. LIMITATION OF LIABILITY.**

13.1 Exclusion of Indirect and Consequential Damages. SUBJECT TO SECTION 13.3 HEREOF, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS).

13.2 Limitation of Liability for Direct Damages. SUBJECT TO SECTION 13.3 HEREOF, IN NO EVENT WILL EITHER PARTY'S MAXIMUM CUMULATIVE LIABILITY UNDER THIS AGREEMENT ARISING OUT OF OR RELATED TO THIS AGREEMENT OR RELATING TO THE SUBJECT MATTER HEREOF FOR ALL CLAIMS, COSTS, LOSSES AND DAMAGES EXCEED the proceeds available under the insurance policies described below. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS CUMULATIVE LIMIT.

13.3 Certain Damages Not Excluded or Limited. NOTWITHSTANDING THE FOREGOING, NO LIMITATION OF EITHER PARTY'S LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY TO (I) DAMAGES ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, (II) INDEMNIFICATION CLAIMS, (III) DAMAGES ARISING FROM INFRINGEMENT OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS; (IV) ANY CLAIMS FOR NON-PAYMENT, (V) FRAUD OR WILLFUL MISCONDUCT, OR (VI) BODILY INJURY OR DEATH.

13.4 Application of Exclusions and Limitations. The foregoing limitations and exclusions of liability shall apply even if a Party had been advised of the possibility of any such costs, losses or damages or knew or ought to have known of such costs, losses or damages and shall apply regardless of whether the action arose in contract, including, without limitation, from a fundamental breach, or breach of a condition, fundamental term or warranty, or in tort (including, without limitation negligence) or otherwise. The foregoing provisions limiting the liability of ClearRisk shall also apply to its officers, directors, employees, and agents as trust

provisions for the benefit of such officers, directors, employees, and agents and shall be enforceable by such persons as trust beneficiaries.

**14. INSURANCE.**

14.1 Coverage. At all times during the Term and for so long as any Statement of Work has not yet expired or been terminated, ClearRisk shall maintain, at its sole cost and expense, all insurance coverage required by applicable law, and in any event insurance coverage in the following types and amounts:

(a) Commercial General Liability with limits no less than One Million Dollars ($1,000,000) per occurrence, and Two Million Dollars ($2,000,000) in the aggregate for claims each policy year, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of ClearRisk under this Agreement and have a deductible of not more than ten thousand dollars ($10,000.00);

(b) Umbrella Liability that provides additional coverage over primary comprehensive general liability coverage, automobile liability, and employers' liability limits, in an amount not less than Five Million Dollars ($5,000,000) per occurrence;

(c) Worker's Compensation and employer's liability insurance with statutory limits of the minimum amount required by applicable law of the jurisdiction in which the work is performed;

(d) Cyber Liability Insurance, with limits of no less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for claims each policy year;

(e) Professional Liability or Technology Errors and Omissions with no less than One Million Dollars ($1,000,000) per occurrence for coverage for loss or disclosure of electronic data, media and content rights infringement and liability, network security failure and software copyright infringement.

14.2 Policy Terms. ClearRisk will keep all insurance coverage current and in force during the Term of this Agreement, and such insurance coverage must be (i) written through an insurance carrier with an overall A.M. Best Rating of A or better, and (ii) name Client as an additional insured under the general liability insurance provisions of the policy with respect to liability arising from or out of the ClearRisk Service by Client.

14.3 Cancellation. The insurance policy shall apply as primary insurance and contain an undertaking by the insurers to notify Client in writing not less than 30 days' prior to any material change, cancellation or termination and that ClearRisk itself will notify Client within 48 hours of receipt of notification by insurers of any cancellation or termination of the insurance policy.

14.4 Certificates of Insurance. Upon the written request of Client, ClearRisk will provide Client with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section, and shall not do anything to invalidate such insurance coverage. ClearRisk shall give 30 days' prior written notice to Client of any cancellation, non-renewal, or material change in coverage, scope, or amount of any insurance policy required by or affecting the Client's rights or remedies under this Agreement.

**15. TERMINATION**

15.1 Termination. A Party may terminate this Agreement for cause (a) upon 30 days' written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

15.2 Effect of Termination. Upon the termination of this Agreement:

(a) by ClearRisk pursuant to Section 15.1(a), such termination shall not prevent ClearRisk from collecting from Client any amounts or payments owing that accrued prior to termination and Client will also be obligated to pay to ClearRisk unpaid Fees covering the remainder of the then-current Term;

(b) by Client pursuant to Section 15.1(a), such termination shall not relieve Client of any obligations that have accrued as of the date of such termination, including, without limitation, any sums or payments then due;

(c) for any reason, each Party shall return to the other Party all copies of the other Party's Confidential Information in its possession or control.

15.3 Data Provided Upon Termination. Upon the termination of this Agreement for any reason, ClearRisk shall, if requested by Client within 30 days of the effective termination date, backup Client's Client Data and provide electronic copies of such Client Data through a ClearRisk provided FTP folder to Client. All data will be uniquely identified for efficient processing. Client Data will be provided as follows:

- Text data in CSV format with appropriate titles and column headers;
- Notes and file attachments in their native format provided in .zip folder; and
- Once data is accepted by Client, ClearRisk will delete all data from existing servers and provide confirmation to Client.

After such 30-day period, ClearRisk will have no obligation to maintain or provide any Client Data, and will thereafter delete or destroy all copies of Client Data in its systems or otherwise in its possession or control, unless legally prohibited. Once Client Data has been provided to Client as described above, ClearRisk will have no further responsibility to Client.

15.4 Suspension of Access to the ClearRisk Service. In addition to any termination rights of ClearRisk pursuant to this Agreement, extraordinary circumstances may require ClearRisk to suspend or terminate (where appropriate), as determined in ClearRisk's reasonable discretion, Client's access to and/or use of, or otherwise modify, the ClearRisk Service in order to: (a) prevent material damages to, or material degradation of the integrity of, ClearRisk's or its provider's Internet network; or (b) comply with any law, regulation, court order, or other governmental order. ClearRisk will notify Client of such suspension or termination action as far in advance of such suspension or termination as reasonably possible, and if such advance notice is not possible, then as soon as possible after such suspension or termination. In the event of a suspension, ClearRisk will limit such suspension to that which is minimally required and will promptly restore Client's access to the ClearRisk Service as soon as the event giving rise to the suspension has been addressed (including by Client agreeing to accept the risks associated with such suspension) or resolved. Unless caused by a breach of this Agreement by Client: (i) all Subscription Fees related to the use of the ClearRisk Service or other suspended services shall be waived for the duration of the suspension and any such waived Subscription Fees which have been pre-paid shall be refunded to Client; and (ii) in the event of a termination in connection with this Section 15.4, Client shall receive a refund of any and all prepaid Subscription Fees applicable to the remainder of the then-current Term.

## 16. MISCELLANEOUS

16.1 Force Majeure. In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the Party invoking this provision (including, without limitation, for causes due to war, fire, earthquake, flood, hurricane, riots, acts of God, telecommunications outage not caused by the obligated Party, epidemics, pandemics or other similar causes) ("**Force Majeure Event**"), the affected Party's performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence;

provided that the affected Party: (a) provides the other Party with prompt notice of the nature and expected duration of the Force Majeure Event; (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such Force Majeure Event; (c) provides periodic notice of relevant developments; and (d) provides prompt notice of the end of such Force Majeure Event. Obligations to pay are excused only to the extent that payments are entirely prevented by the Force Majeure Event.

16.2 Further Assurances. The Parties and each of them shall at any time and from time to time do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required so as to accomplish and carry into effect the intentions of this Agreement.

16.3 Waiver of Breach. No delay or omission of either of the Parties to exercise any right or power accruing upon any default or breach under this Agreement shall impair any such right or power or shall be construed to be an acquiescence therein or waiver of any such default or breach or of any right or power accruing upon any such default or breach or any subsequent default or breach under this Agreement.

16.4 Waiver of Term. None of the conditions, covenants or agreements contained in this Agreement may be waived in whole or in part unless such waiver is in writing and signed by the Party in whose favor the representations, warranties, conditions, covenants or agreements so waived operate.

16.5 Publicity. Client agrees: (i) to issue a joint press release with ClearRisk ("**Press Release**") on a mutually agreed date within thirty (30) days of the Effective Date announcing that Client has entered into an agreement to use the ClearRisk Service; and (ii) that ClearRisk may disclose that Client is a Client of ClearRisk. Client will have the right to review and approve the Press Release in advance; such approval shall not be unreasonably delayed or withheld. Each Party may include the name and logo of the other Party in lists of clients or vendors in accordance with the other Party's standard guidelines.

16.6 Assignment and Sublicenses. Client shall not be permitted to assign this Agreement or any of its obligations hereunder without the prior written consent of ClearRisk, which consent may be withheld by ClearRisk in its sole discretion. Client also agrees that it shall not have the right to grant sublicenses under this Agreement without the prior written agreement of ClearRisk. If the Client is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of ClearRisk, then ClearRisk may terminate this Agreement upon written notice.

16.7 Notice. Any notice or other document required or permitted to be given to any Party hereunder shall be validly given if delivered personally (including by courier service) or sent by email addressed to the addressee thereof at the following respective addresses:

(a) if to ClearRisk at:

251 Little Falls Drive
Wilmington, Delaware
19808
Attention: Craig Rowe
Email: craig@clearrisk.com
Phone: 1 (877) 734-7475

(b) if to Client at:

City of Mobile, Office of Professional Responsibility
200 Government St
Mobile, AL 36602
Attention: Robert Lasky
Email: Lasky@CityofMobile.org

Phone:251-208-7975

Any notice or other document if delivered shall be deemed to have been received by and given to the addressee on the date of delivery, and if given by email shall be deemed to have been received by and given to the addressee on the next Business Day following the day of sending. Any Party may at any time give notice in writing to the others of any change of address for these purposes. In the event of actual or threatened postal interruption in Canada or the United States, no such notice shall be deemed to have been received until it has in fact been received by the Party for whom it is intended.

16.8 Email Notifications. From time to time, ClearRisk may use a third party application for data submission and such application provides email notifications to Customer related to Customer's input of data into the ClearRisk Service. Customer is responsible for ensuring that Customer's email address is accurate and complete and that such information remains current at all times during the Term. In order to ensure successful delivery of such email notifications, Customer is advised to add IP address 35.169.190.25 hostname infra-mail.formassembly.com or such other domains provided by ClearRisk to Customer's safe senders list to prevent email messages from being moved to Customer's junk or spam folder. ClearRisk is not liable for any damages whatsoever caused by or resulting from the unsuccessful delivery of email notifications to Customer as a result of email notifications being directed to spam or junk filters, incorrect email addresses, incorrect email addresses, or other acts or omissions of Customer.

16.9 Governing Law. This Agreement and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by and construed in accordance with the laws of the State of Alabama and the federal laws of the United States applicable therein, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the laws of any jurisdiction other than the State of Delaware to apply and each of the Parties hereby irrevocably attorns to the exclusive jurisdiction of the courts of such State. The application of the *United Nations Convention on Contracts for the International Sale of Goods* to this Agreement is expressly excluded and does not apply to this Agreement.

16.10 Nondiscrimination: ClearRsik agrees it 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.

16.11 Immigration. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

16.12 Boycotts. ClearRisk 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.

16.13 Severability. The invalidity or unenforceability of any provision or part of any provision of this Agreement shall not affect the validity or enforceability of any other provision or part thereof, and any such invalid or unenforceable provision or part thereof shall be deemed to be separate, severable and distinct, and no provision or part thereof shall be deemed dependent upon any other provision or part thereof unless expressly provided for herein.

16.14 Currency. All dollar amounts referred to herein refer to lawful money of the United States of America.

16.15 Enurement. This Agreement and everything contained herein shall enure to the benefit of and are binding upon each of the Parties hereto and their respective successors and permitted assigns.

16.16 Entire Agreement. This Agreement, including the schedules attached hereto or terms, agreements or documents referred to herein, is the entire agreement between the Parties made to date regarding the subject matter and supersedes any prior agreements or understandings between the Parties relating to its subject matter. No modification or variation of this Agreement shall be effective unless in writing signed by the Parties.

16.17 Signature, Counterparts, and Delivery. This Agreement may be signed electronically, including through *DocuSign* and similar applications. This Agreement may be signed in any number of counterparts (including counterparts by scanned or electronic signature) and each counterpart will be deemed an original; taken together, all counterparts will be deemed to constitute one and the same instrument. Delivery of a printed counterpart (whether or not the counterpart was signed electronically) or electronic delivery (including by email transmission or transmission over an electronic signature platform) of an executed counterpart of this Agreement are each as valid, enforceable and binding as if the signatures were upon the same instrument and delivered in person.

**IN WITNESS WHEREOF** the signature of a duly authorized director of each of ClearRisk and Client were hereunto affixed in accordance with their rules and regulations in that behalf contained, the day and year first before written.

| | | |
|---|---|---|
| **CLEAR RISK US CORP.** | | **City of Mobile** |
| | | |
| **Name: Craig Rowe** | | **Name: William S. Stimpson** |
| **Title: CEO** | | **Title: Mayor** |
| | | |
| **Date: August 22, 2023** | | **Date:** |
| **I have authority to bind the corporation.** | | **Attest:**<br><br>**City Clerk**<br><br>**I have authority to bind the corporation.** |

Notarized by
Tammy Pike Jarrett.
(Notary Public, NL)
Aug 22, 2023

**ClearRisk's Customer Referral Program**

ClearRisk's referral program provides an avenue for ClearRisk customers to avail of scholarship funds that can be used towards any of the following:

- payment towards a ClearRisk project or invoice
- donation to a charity of choice
- professional organization or association fees
- flight, hotel and/or entrance fees to events and conferences
- other ideas as presented by Client

Participation is simple: Client would connect ClearRisk's Customer Success team with the interested party and ClearRisk would handle everything else. If the organization adopted ClearRisk's solutions and came onboard, Client would be provided $2,500 to be used accordingly.

More information regarding ClearRisk's Customer Referral Program can be found here: https://products.clearrisk.com/customer-referral-landing-page/

**SCHEDULE A**

**FEE SCHEDULE**

**[Fee schedule to be inserted prior to execution]**

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# Annual Subscription Package

ClearRisk Base Package: $28,400

Includes:

- 4 Admin Users
- Online Submission Web Portal (1 form)
  - Internal Incident Form (to be scoped during Phase 2)
- System Integrations
  - Employee Database
- Ongoing Maintenance and User Support
  - 10 support hours/year
- Data Storage
  - 100 GB

Modules Included:

- Occurrences/Events
- Claims/Incident Management
- Insurance Policy Management
- Asset Schedules (Properties/Vehicles)
- Organization Management
- Department Management
- Employee/Contact Management
- Reports & Dashboards

# Additional Features & Functionality

Modules:*

- Vendor Management: $7,500
  - Certificates of Insurance
    - Includes Online Web Intake Form for Automated Submission
  - Contracts
- Risk Registers & Risk Maps (ERM Functionality): $5,000

Features:*

- Additional Admin Users: $2,375
- Additional Delegate Users: $1,500**
- Additional Web Form: $2,500
- Additional System Integration: $2,500)
- Additional Support Hours (x10 hours): $1,750
- Additional Data Storage (100GB): $750

*All fees are annual recurring

**ClearRisk offers a 3rd, lower-tier user license if needed for restricted access, ie department managers reviewing claims, insurance certificates or reports.

-Items listed within *Additional Features and Functionality* are not included in the listed Annual Subscription Package

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# Implementation - Phase 1

$8,225*

Includes (as per SOW):

- Account Setup
  - Initiating and providing user licenses
- User Training

All pricing in USD, this proposal is for a three (3) year contract. Annual subscription cost increases 5%/year over original contract term:
Year 1 - $28,400 subscription + $8,225 implementation Phase 1 + $_____ implementation Phase 2* (to be scoped and quote provided)
Year 2 - $29,820 subscription
Year 3 - $31,311 subscription

Notes:

- Implementation services are outlined in the SOW
- Pricing and terms are valid until September 30, 2023

*Pricing is shown for Phase 1 only
*Phase 2 Implementation will continue to be scoped and will include (as per SOW)

- Scoping of data migration from City of Mobile's TPA
- Scoping of Safety National Database migration
- Scoping of Auxiliary Data Migration
- Scoping for Incident Webform Implementation
  - referencing document submitted Incident Investigation Packet-Fillable (July 19)
- Scoping of Employee Data Integration

Notes:

1. Professional Services will not commence until year-1 invoice is paid in full.

**SCHEDULE B**

**INITIAL STATEMENT OF WORK**




# ClearRisk/City of Mobile

ATTN: Daniel Davis

STATEMENT OF WORK

DATE: August 16th, 2023

# INTRODUCTION

ClearRisk provides software solutions for Claims, Incident and Risk Management to organizations with varying risk environments, complexities and volume. ClearRisk software provides a centralized hub for all risk and insurance data, which enables our customers to implement a streamlined approach to data collection, analysis and reporting.

The overall goal of any risk and insurance program is to reduce costs, automate processes, assess and minimize the frequency and severity of occurrences. ClearRisk allows organizations to identify trends, pinpoint high-risk areas, implement corrective actions and track progress of their program effectiveness while streamlining internal and external workflows.

Risk and claims departments often have many deadlines imposed for documentation with team members typically spending their time filing paperwork, producing claims documents and updating internal and external stakeholders. ClearRisk's cloud-based application eliminates these tedious, administrative tasks by integrating with external platforms and enabling access to multiple users in various locations for effortless data collection and communication.

ClearRisk's application is built on Salesforce.com, the global leader in cloud-computing. Leveraging SFDC's technology allows ClearRisk's customers to benefit in world-class security, uptime and performance.

# OBJECTIVE

City of Mobile has identified the need to implement a cloud-based, Claims, Incident and Risk Management System SaaS solution to reduce dependency on in-house services and hardware

and include future system upgrades. City of Mobile has defined the following objectives, as a first step in defining its specific practice management system needs:

- Reduce the total cost of risk by:
    - reducing the frequency and severity of incidents
    - automating processes required to manage data
    - increasing effectiveness in trend reporting
    - enhancing communication of risk trends
    - other insurance and risk management related information
- Implement a centralized system that improves data integrity, eliminates duplication, develops analytics and automates reporting
- The main function of the RMIS is to optimize risk through quick analysis of incident, claims and exposure information
- Minimize the number of automated and manual tasks and processes currently in place in order to streamline processing, reduce redundant data entry, and maintain data integrity for City of Mobile
- Configurable and stable system with 99% uptime during regular business hours that can accommodate future growth and changes with City of Mobile
- Comprehensive and user-friendly for running queries, reporting and outcome analysis capabilities that can be individually tailored
- Provide information in real time, minimize steps involved in processing, increase efficiency, reduce repetition, automate processes, integrate systems for data flow, and provide information and status reports to City of Mobile
- During the implementation or after completion of the RMIS implementation project, if the ability to integrate with other systems or additional users are required, these items can be scoped with ClearRisk for an additional cost

ClearRisk envisions a completely streamlined environment for City of Mobile. held within one centralized, fully integrated cloud-based platform that eliminates manual, tedious process and workflow and enhances collaboration and cohesiveness for City of Mobile.

- # PRODUCT DEVELOPMENT

## Feature Requests

The ClearRisk product team continuously reviews the product, feedback given, and trends in the Risk & Insurance industry to improve the way our customers use the product. A channel our customers can use to communicate these suggestions and current challenges are feature requests. The following framework will be used for considering feature requests:

Request Submission: Project feature requests can be submitted by customers via various channels such as emails, tickets, or meetings. Requests need to include a detailed description of the feature, its purpose, and potential benefits.

Documentation: Once a feature request is received, the customer success manager and product manager will document it in a centralized feature request tracker. The documentation will include details such as the date of request, the name of the requester, the description of the feature, and any related attachments.

Evaluation: The product manager & team will evaluate the feasibility of the feature request by considering factors such as its alignment with the product's objectives, impact on timelines, and available resources. If necessary, additional information or clarification may be requested from the requester. In some cases a response may be given for a current feature or workflow that addresses the feature request.

Prioritization: Based on the evaluation, the product manager may prioritize the feature request along with other existing requests. However, if the project is already in the implementation phase, new feature requests will not be considered for implementation due to potential impact on project timelines and resources.

Communication: Once the feature request is evaluated and prioritized, deemed not prioritized due to the implementation phase, or due to other higher priority feature requests the project manager and product manager will communicate the decision to the customer/requester. This communication may include details such as the reason for the decision, any potential impact on project scope or budget, and any additional requirements or dependencies.

During implementation, items outside of the SOW can be proposed as feature requests, where a separate SOW may be created depending on requirements and product alignment. The analysis & communication of feature requests would be facilitated through ClearRisk's customer success team (i.e your customer success manager) & ClearRisk's product team.

Feature requests will not be considered part of the implementation project and will not be considered a prerequisite for the completion of any project deliverable (i.e deliverables are based on the standardized ClearRisk platform).

## Improvements to Current Functionality

The ClearRisk platform may undergo changes to current functionality as part of the product roadmap, or feature requests submitted to the product team. These changes will ultimately result in cosmetic improvements, streamlining of functionality, and expanding of functionality offered. Examples of possible improvements are below:

- Changing of field names
- Addition of help text to fields
- Remodeling page layouts to better display record information

These changes will be communicated to ClearRisk customers via release notes.

## Additional Functionality

As ClearRisk is a continuously improving product, new features and functionality may become available to customers. In the event customers do not want these additions to be accessible, they may be hidden at the request of the customer (if deemed possible by ClearRisk). Examples of possible additions are below:

- New fields appearing on record pages for existing modules (formulaic, read-only, free text, pick-list, lookups, etc)
- New options appearing on existing pick-list fields
- New modules
- New related list options on existing record pages
- Reporting options and new canned reports appearing on the ClearRisk base package
- New workflows, buttons, & processes

These changes will be communicated to ClearRisk customers via release notes.

## Project Controls

### Meeting Agendas

Project meetings will not occur for Phase 1 of the project due to the small scope. Weekly project updates will be provided via email from ClearRisk's project team.

### Outstanding Items Log

If required, throughout the project a working document will be kept outlining questions, concerns, or requests pertaining to data, workflows, and the ClearRisk platform. This will come in the form of an Excel spreadsheet containing two sheets:

1. List of ongoing/pending items
2. List of completed/answered items

This document will flow back and forth between both project teams, but ultimately would be maintained by ClearRisk.

## User Acceptance Testing (Application)

Before the beginning of Phase 2, City of Mobile user(s) (can be a single user or many) will be required to carry out user acceptance testing (UAT) on their ClearRisk instance. UAT is comprised of multiple lists of tasks related to the following sections:

- Module Checklist (Mandatory)
- Functionality Checklist (Mandatory)
- Webform Checklist (Only applicable if webform implementation is a part of the project)

This will be a list of tasks to verify and sign off on the various objectives of the implementation of ClearRisk. The user(s) will be required to sign off and date items that they deem complete, as well as note items that have not been completed, items that need fixing, and other items which would prevent the completion of the implementation.

Once completed (including items deemed not completed) the City of Mobile users will send the document back to the ClearRisk project team for review. ClearRisk will speak to each item and either rectify the issue, or give explanation as to why the item is complete vs. not complete.

ClearRisk highly encourages the City of Mobile users to be detailed with their analysis, responses, and explanations during this process as it directly impacts the project schedule, and the users ability to get the most value out of ClearRisk.

User acceptance testing (UAT) will not cover items outside of project scope, or items being further scoped during/post project.

### Go-Live Milestone

ClearRisk and the customer will agree upon a "Go-Live Date", which is defined as the date the customer will be fully using ClearRisk for their intended workflow. If there are outstanding development or implementation items, ClearRisk and the customer will agree upon a revised date if deemed necessary (i.e these items do not impede the customers ability to use ClearRisk).

### Data Residency

City of Mobile ClearRisk instance will be hosted on a United States-based Salesforce server. On request, ClearRisk can provide additional information.

## • SCOPE OF WORK

ClearRisk is providing City of Mobile with access to the ClearRisk Claims, Incident and Risk Management system built on the Salesforce platform. This cloud-based application provides City of Mobile the ability to manage and track data related to its risk and insurance program. The purpose of this project is to deliver the standard ClearRisk system configuration to City of Mobile (Admin Users only) without webform, integration, or data migration Below are the modules provided and the scope of work for Phase 1:

### Phase 1:

- Standard ClearRisk Package Deployment
- Admin User Configuration
- Misc. Workflow

The following list of deliverables (within 'Phase 2' below) are not a part of this scope of work and will require a separate scoping initiative/scope of work prior to work being scheduled and executed. While phase 2 scoping may occur prior to the September 30, 2023 go-live date (for Phase 1), finalization of project scope, SOW document, and scheduling of phase 2 deliverables will not occur before September 30, 2023.

## Phase 2:

- Scoping of data migration from City of Mobile's TPA
- Scoping of Safety National Database migration.
- Scoping of Auxiliary Data Migration
- Scoping for Incident Webform Implementation
    - referencing document submitted *Incident Investigation Packet-Fillable (July 19)*
- Scoping of Employee Data Integration

## Standard ClearRisk Package Deployment

The standard ClearRisk package deployment will include functionalities outlined below.

## Occurrence/Event Management

The standard ClearRisk Events module will be implemented, which includes the following functionality:

- Relate multiple Claims/Incidents to event

## Insurance Claims/Incidents

The standard ClearRisk Claims/Incident module will be implemented, which includes the following functionality:

- Logging Incident/Claim information

- Logging and tracking litigation information
- Root Cause Analysis (Cause/Event Type/Incident Type/Incident Sub-Type)
- Follow-up and Correction actions (Incidents Only)
- Add Involved Person(s) information (Information driven from Contacts module)
- Add Involved Organization(s) information (Information driven from Organizations module)
- Add Involved Asset(s) information
- Add Financials (Reserves, Payments, Recoveries) and sub categorize by transaction owner and transaction type.
- Scheduled notifications to assigned users

## Contacts & Employees

The standard ClearRisk Contacts module will be implemented. Both Employees and "Standard" contacts (Adjusters, Lawyers, Claimants, Witnesses, and any other third parties or required individuals) will be housed within this module.

## Departments (Organizational Hierarchy)

The standard ClearRisk Departments module will be implemented. Multi-tiered and branching organizational charts can be mapped within this module.

If it can be provided in an acceptable format, ClearRisk can scope the migration of all required department/hierarchy information to ClearRisk.

## Organizations

The standard ClearRisk Organizations module will be implemented. Which can house companies, members, groups, and other forms of organizations.

If it can be provided in an acceptable format, ClearRisk can scope the migration of all required organizations information to ClearRisk.

## Assets/COPE

The standard ClearRisk Assets module will be implemented. This module is divided into five subsections:

- Properties
- Buildings
- Vehicles
- Equipment
- Mobile Equipment

On a per building basis, ClearRisk users can log Construction, Occupancy, Protection and Exposure (COPE) information.

## Policies

The standard ClearRisk Policies module will be implemented. Functionality will include the following:

- Create individual Policy Sections within Policy records
- Log policy subscriber (including share and commission percent) information
- Claims analysis per policy (Total Incurred, Reserved, Paid, Recovered, and Aggregate Remaining)
- Link individual policies to insurance programs
- View policy erosion in real time.

## Insurance Programs

The standard Insurance Programs module will be implemented, which includes the following functionality:

- Aggregating of deductibles, premiums and limits from all attached policies
- Claim analysis per program (Total Incurred, Reserved, Paid, Recovered, and Aggregate Remaining)

## Reports & Dashboards

ClearRisk's standard suite of reports will be available to all users, with admin users having the ability to create their own reports & dashboards.

## Time Collection (Adjuster & Billable Hours)

ClearRisk's standard "Billable Hours" functionality will be implemented in the Claims/Incidents module. This allows the following functionality

- Time tracking for individual's tasks when working a claim (i.e outreach to customer, collecting/providing documentation, travel)
- Reporting on time/personal used per claim (ClearRisk Reporting/Dashboards)
- Setting org-wide default per km/hour.

## Misc. Features

- Ability to add Tasks, Notes, Files to Records

## Misc. Workflow

All items to be completed outside of the standard package deployment will be included in this section of the Phase 1 SOW. Any workflow requirements (email templates, reports, access configuration, notifications, etc) outside of what is listed here will not be a part of the Phase 1 SOW.

### Insurer Report Configuration

A report will be create for City of Mobile that contains the following fields/columns:

*1. Policy number - Policy in ClearRisk*

*2. Claim coverage type - Incident Sub-Type in ClearRisk*

*3. Claimant name - All Claimants in ClearRisk*

*4. Date of loss - Incident Date in ClearRisk*

*5. Claim number - Claim/Incident Number in ClearRisk*

*6. Brief description of injury or accident - Incident Description in ClearRisk*

*7. Paid to date amount - Gross Paid in ClearRisk*

*8. Outstanding reserve figure - Reserve Outstanding in ClearRisk*

*9. Any non-excess recoveries (if applicable) - Total Recoveries in ClearRisk*

*10. Total incurred (paid to date + outstanding reserve) - Total Incurred in ClearRisk*

This claim will be filtered to bring in all claims. Once the report is completed ownership will be handed over to the City of Mobile team, who will be able to clone/edit.

# Account Overview

- **Implementation**

City of Mobile's account implementation commences once ClearRisk receives the executed contract and invoice payment. A project kickoff session is scheduled between ClearRisk and City of Mobile before the commencement of the implementation. Phase 1 deliverables will be complete no later than September 30, 2023. Phase 2 of this project is unscheduled, unscoped and will not be a part of this Implementation SOW.

- Customer responsiveness to questions on functionality, form edits, and workflow requirements
-

Within 2 weeks of the payment being received, ClearRisk will provide the City of Mobile project team with a project start date and proposed schedule of work for Phase 1 only.

## User Configuration & Training

During the implementation kickoff, City of Mobile will be introduced to its project team and provided all contact details. This team will be made up of experienced ClearRisk specialists who have implemented over 100 organizations. They bring a wealth of knowledge to the implementation and will be providing suggestions based on lessons taken from current customers.

## Admin Users

- City of Mobile admin users will be provided with a series of interactive, web-based training sessions throughout the implementation phase and one Success Session to address any questions, suggestions and assistance on the use of ClearRisk
- All these sessions are hosted online and recorded for future reference. Each session will be scheduled for 1 hour depending on the need of the user(s)
- The ClearRisk project team is responsible for monitoring progress and ensuring success and is readily available for any questions or concerns that arise

    - **Total User Count**

- 4 Admin Users

    - **Storage Allocation**

Initial storage provided within City of Mobile account:

**Data Storage** (text records such as claims and properties)

- 10.7 GB text data (space for ≈ 5,500,000 claim records, for example.)
    - Additional text data storage can be added at any time for an additional cost

**File Storage** (allocation for file attachments such as pictures, PDF, etc.)

- 100 GB file storage
- This storage represents notes and file attachments stored within ClearRisk
    - Additional file data storage can be added at any time for an additional cost
- 

# ONGOING SUPPORT, & MAINTENANCE

After implementation, City of Mobile will continue to be supported by the ClearRisk support team in respect of any need for technical support, additional training or maintenance reasonably forming part of the implementation.

City of Mobile can contact the support team at any point in time through our support email, support@clearrisk.com. Support tickets will be created, and updates on the ticket will be provided through call or email.

The role of the ClearRisk Support team includes:

- Point of contact for all support related matters including:
    - User issues and generic questions

- Administering all changes/updates to Admin user licenses, including:
    - Adding/Editing/Deleting Admin* users
    - Editing new and current Admin users: user restrictions, employee transition/turnover, etc.
    - This function is included in City of Mobile's annual subscription

# RELEASES & UPGRADES

Releases and upgrades will come in two forms. Automated, behind the scenes upgrades (i.e. push) where changes will be pushed to City of Mobile's account without any intervention required. This is consistent with the majority of web applications where changes are happening behind the scenes without the user being aware. The updates will include things like security and performance fixes. However, release notes will be offered highlighting any significant or notable changes and, as much as possible, we will try to make City of Mobile aware of those well in advance.

- REQUESTED UPGRADES (I.E. PULL) WHERE THE CITY OF MOBILE WILL REQUEST TO HAVE AN UPGRADE FOR THINGS LIKE A BUG FIX OR NEW FUNCTIONALITY. DEPENDING ON THE SITUATION, THERE MAY BE A FEE CORRESPONDING TO ADDITIONAL FUNCTIONALITY OR CUSTOMIZATION, HOWEVER IN MOST CASES UPGRADES OF THIS TYPE WILL CONTINUE TO BE COVERED AS PART OF THE CLEARRISK CONTRACT. OUR OBJECTIVE IS TO CONTINUE TO BUILD AND ENHANCE THE FUNCTIONALITY OF THE CLEARRISK PRODUCT USING THE FEEDBACK FROM OUR CUSTOMERS AND OTHERS AND RELEASE IT TO ALL IN A TIMELY MANNER AS PART OF OUR SUBSCRIPTION CONTRACTS.

# EMAIL NOTIFICATIONS

From time to time, ClearRisk may use a third party application for data submission and such application provides email notifications to City of Mobile related to City of Mobile's input of data into the ClearRisk Service. City of Mobile is responsible for ensuring that City of Mobile's email address is accurate and complete and that such information remains current at all times during the Term. In order to ensure successful delivery of such email notifications, City of Mobile may add [insert the domain name] or such other domains provided by ClearRisk to City of Mobile's safe senders list to prevent messages from being moved to City of Mobile's junk or spam folder. ClearRisk is not liable for any damages whatsoever caused by or resulting from the unsuccessful delivery of email notifications to City of Mobile as a result of email notifications being directed to spam or junk filters, incorrect email addresses, incorrect email addresses, or other acts or omissions of City of Mobile.

- # PERIOD OF PERFORMANCE

Initial contract term is 3 years. City of Mobile will be billed on an annual basis on the anniversary of the signed contract date.

# LOCATION OF PERFORMANCE

ClearRisk performs all ongoing implementation and ongoing user support from its headquarters in St. John's, NL. All communication is held via phone, email, teleconference or web conference. If in-person meetings are required, ClearRisk will prepare a fee package for client approval. City of Mobile will be responsible for any and all fees associated with providing support outside of which has been negotiated in our mutual agreement.

**SCHEDULE C**

Insurance Certificate

CSIO

# CERTIFICATE OF INSURANCE

DATE (YY/MM/DD): 23/08/22

**BROKER**
Cal LeGrow Insurance Ltd.
189 Higgins Line
St. John's NL A1B 4N4

BROKER'S CLIENT ID: CLEAR-6

**This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.**

**COMPANIES AFFORDING COVERAGE**

COMPANY A: Travelers Insurance Company
COMPANY B:
COMPANY C:
COMPANY D:

**INSURED'S FULL NAME AND MAILING ADDRESS**
ClearRisk Inc
P.O. Box 21097
St. John's NL A1A 5B2

**COVERAGES**

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.**

| TYPE OF INSURANCE | CO LTR | POLICY NUMBER | POLICY EFFECTIVE DATE (YY/MM/DD) | POLICY EXPIRATION DATE (YY/MM/DD) | LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise) | |
|---|---|---|---|---|---|---|
| COMMERCIAL GENERAL LIABILITY | A | TRV0347036 | 23/02/16 | 24/02/16 | EACH OCCURRENCE | $ 5,000,000 |
| [ ] CLAIMS MADE OR [X] OCCURRENCE | | | | | GENERAL AGGREGATE | $ 5,000,000 |
| [X] PRODUCTS AND / OR COMPLETED OPERATIONS | | | | | PRODUCTS - COMP/OP AGG | $ 5,000,000 |
| [X] EMPLOYER'S LIABILITY | | | | | PERSONAL INJURY | $ 5,000,000 |
| [X] CROSS LIABILITY | | | | | TENANT'S LEGAL LIABILITY | $ 1,000,000 |
| [X] TENANT'S LEGAL LIABILITY | | | | | MED EXP (Any one person) | $ 10,000 |
| [X] NON-OWNED | | | | | NON-OWNED AUTO | $ 2,000,000 |
| [ ] [X] HIRED | | | | | OPTIONAL POLLUTION LIABILITY EXTENSION | $ |
| [ ] POLLUTION LIABILITY EXTENSION | | | | | (Per Occurrence) | $ |
| | | | | | (Aggregate) | $ |
| AUTOMOBILE LIABILITY | | | | | BODILY INJURY PROPERTY DAMAGE COMBINED | $ |
| [ ] DESCRIBED AUTOMOBILES | | | | | BODILY INJURY (Per person) | $ |
| [ ] ALL OWNED AUTOS | | | | | BODILY INJURY (Per accident) | $ |
| [ ] LEASED AUTOMOBILES | | | | | PROPERTY DAMAGE | $ |
| [ ] | | | | | | |
| [ ] | | | | | | |
| [ ] | | | | | | |
| [ ] | | | | | | |
| ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE | | | | | | |
| EXCESS LIABILITY | | | | | EACH OCCURRENCE | $ |
| [ ] UMBRELLA FORM | | | | | AGGREGATE | $ |
| [ ] OTHER THAN UMBRELLA FORM | | | | | | |
| (Specify)_____ | | | | | | |
| OTHER LIABILITY (SPECIFY)<br>Cyber Liability<br>Errors & Omissions Liability | A | TRV0347036 | 23/02/16 | 24/02/16 | Each Occurrence<br>Aggregate | $5,000,000<br>$5,000,000 |

**ADDITIONAL INSURED**
City of Mobile,
205 Government St
Mobile, AL 36644

**DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS**
All operations usual to the business of the Named Insured. It is hereby understood and agreed that the Certificate Holder is added as an additional insured to the commercial general liability policy with respect to the legal liability arising from both the operations of the Named Insured. Additional insured is not added to any form of automobile insurance.

Operations: Web-Based SaaS software for claims and risk management.

**CERTIFICATE HOLDER**

City of Mobile,
205 Government St
Mobile, AL 36644 USA

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

**SIGNATURE OF AUTHORIZED REPRESENTATIVE**
SEarle

**PRINT NAME INCLUDING POSITION HELD**
Serina Earle, CAIB, Commercial Service Rep

| FAX NUMBER | EMAIL ADDRESS | COMPANY | DATE |
|---|---|---|---|
| 709-576-1238 | searle@callegrow.com | Cal LeGrow Insurance Ltd. | 23/08/22 |

**CSIO CERT (6/00)**

ClearRisk

# SFDC Service Agreement

"**App Exchange**" means the online directory of on-demand applications that work with the SFDC Service, located at http://www.appexchange.com or at any successor websites..

"**Platform**" means the online, Web-based platform service provided by SFDC to Reseller in connection with Reseller's provision of the Reseller Application to You.

"**Reseller**" means Clear Risk Inc.

"**Reseller Application**" means ClearRisk Claims.

"**SFDC Service**" means the online, Web-based service generally made available to the public via http://www.salesforce.com and/or other designated websites, including associated offline components but excluding Third-Party Applications. For purposes of this SFDC Service Agreement, the SFDC Service does not include the Platform.

"**SFDC**" means salesforce.com.

"**Third-Party Applications**" means online, Web-based applications and offline software products that are provided by third parties and are identified as third-party applications, including but not limited to those listed on the AppExchange and the Reseller Application.

"**Users**" means Your employees, representatives, consultants, contractors, agents and third parties with whom You conduct business who are authorized to use the Platform subject to the terms of this SFDC Service Agreement as a result of a subscription to the

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Reseller Application having been purchased for such User, and have been supplied user identifications and passwords by You (or by SFDC or Reseller at Your request).

"**You**" and "**Your**" means the customer entity which has contracted to purchase subscriptions to use the Reseller Application subject to the conditions of this SFDC Service Agreement, together with any other terms required by Reseller.

"**Your data**" means all electronic data or information submitted by You as and to the extent it resides in the Platform or SFDC Service.

1. **Use of Platform**.
    a. Each User subscription to the Reseller Application shall entitle one User to use the Platform via the Reseller Application, subject to the terms of this SFDC Service Agreement, together with any other terms required by Reseller. User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Platform). For clarity, Your subscription to use the Platform hereunder does not include a subscription t use the SFDC Service generally or to use it in connection with applications other than the Reseller Application. If You wish to use the SFDC Service or ar of its functionalities or services other than those included in the Reseller Application, or to create or use additional custom objects beyond those which appear in the Reseller Application in the form that it has been provided to You by Your Reseller, visit www.salesforce.com to contract directly with SFDC for such services. In the event Your access to the Reseller Application provides You with access to the SFDC Service generally or access to any Platform or SFDC Service functionality within it that is in excess of the functionality described in the Reseller Application's user guide, and You have not separately subscribed under a written contract with SFDC for such access, then You agree to not access or use such functionality, and You agree that Your use of such functionality, or Your creation or use of additional custom objects in the Reseller Application beyond that which appears in the Reseller

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Application in the form that it has been provided to You by your Reseller, would be a material breach of this Agreement.

b. If Your subscription to use the Platform hereunder includes Salesforce Mobile, You understand that prior to purchasing Salesforce Mobile, You should refer to the Mobile Device list located at http://www.salesforce.com/mobile/devices/ for information on mobile devices that are supported by SFDC. You agree that SFDC will not provide any refunds, credits or other compensation or remedies in connection with Your purchase of Salesforce Mobile for any mobile devices that are not supported by SFDC. Third party mobile device, operating system and network connectivity providers may, at any time, cease distribution of, interrupt, deinstall and/or prevent use of Salesforce Mobile clients on supported mobile devices without entitling You to any refund, credit or other compensation or remedies.

c. Notwithstanding any access You may have to the Platform or the SFDC Service via the Reseller Application, Reseller is the sole provider of the Reseller Application and You are entering into a contractual relationship solely with Reseller. In the event that Reseller ceases operations or otherwise ceases or fails to provide the Reseller Application, SFDC has no obligation to provide th Reseller Application or to refund You any fees paid by You to Reseller.

d. You (i) are responsible for all activities occurring under Your User accounts; ( are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform and the SFDC Service, and shall notify Reseller or SFDC promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable local, state, federal and foreign laws and regulations in using the Platform.

e. You shall use the Platform and the SFDC Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Platform or the SFDC Service available to any third party, other than to Users or as otherwise contemplated by this SFDC Service Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to

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children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Platform or the SFDC Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Platform or the SFDC Service or its related systems or networks.

f. You shall not (i) modify, copy or create derivative works based on the Platform or the SFDC Service; (ii) frame or mirror any content forming part of the Platform or the SFDC Service, other than on Your own intranets or otherwise for Your own internal business purposes; (iii) reverse engineer the Platform or the SFDC Service; or (iv) access the Platform or the SFDC Service in order to (a) build a competitive product or service, or (b) copy any ideas, features, functions or graphics of the Platform or the SFDC Service.

2. **Third-Party Providers**. Reseller and other third-party providers, some of which may be listed on pages within SFDC's website and including providers of Third-Party Applications, offer products and services related to the Platform, the SFDC Service and/or the Reseller Application, including implementation, customization and other consulting services related to customers' use of the Platform and/or the SFDC Service, and applications (both offline and online) that interoperate with the Platform and/or the SFDC Service such as by exchanging data with the Platform and/or the SFDC Service or by offering additional functionality within the user interface of the Platform and/or the SFDC Service through use of the Platform and/or SFDC Service's application programming interface. SFDC does not warrant any such third-party providers or any of their products or services, including but not limited to the Reseller Application or any other product or service of Reseller, whether or not such products or services are designated by SFDC as "certified," "validated" or otherwise. Any exchange of data or other interaction between You and a third-party provider, including but not limited to the Reseller Application, and any purchase by You of any product or service offered by such third-party provider, including but not limited to the Reseller Application, is solely between You and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Platform or SFDC Service) may be offered by SFDC or Reseller to You, for an additional fee, on a pass-through or OEM basis

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pursuant to terms specified by the licensor and agreed to by You in connection with a separate purchase by You of such additional functionality. Your use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of this SFDC Service Agreement.

3. **Integration with Third-Party Applications**. If You install or enable Third-Party Applications for use with the Platform or SFDC Service, You acknowledge that SFDC may allow providers of those Third-Party Applications to access Your Data as required for the interoperation of such Third Party Applications with the Platform or SFDC Service. SFDC shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Third-Party Application providers. In addition, the Platform and SFDC Service may contain features designed to interoperate with Third-Party Applications (e.g., Google, Facebook or Twitter applications). To use such features, You may be required to obtain access to such Third-Party Applications from their providers. If the provider of any such Third-Party Application ceases to make the Third-Party Application available for interoperation with the corresponding Platform or SFDC Service features on reasonable terms, SFDC may cease providing such Platform or SFDC Service features without entitling You to any refund, credit, or other compensation.
4. **Access by Reseller**. To the extent Reseller serves as the administrator of the Reseller Application for You, You acknowledge that your use of the Reseller Application may be monitored by Reseller and Reseller may access Your Data submitted to the SFDC Service or Reseller Application. By agreeing to this SFDC Service Agreement, you are consenting to such monitoring and access by Reseller.
5. **Return of Your Data**. You have thirty (30) days from the date of termination your Reseller Application subscription term in which to request a copy of Your Data, which will be made available to You in a .csv format. Any modifications to such Your Data made by the Reseller Application outside of the Platform (if any) will not be captured in Your Data as returned and the return of any such modified data shall be the responsibility of Reseller.
6. **Proprietary Rights**. Subject to the limited rights expressly granted hereunder, SFDC reserves all rights, title and interest in and to the Platform and the SFDC Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth in this SFDC Service Agreement. The Platform and the SFDC Service is deemed SFDC confidential information, and You

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will not use it or disclose it to any third party except as permitted in this SFDC Service Agreement.

7. **Compelled Disclosure**. If either You or SFDC is compelled by law to disclose confidential information of the other party, it shall provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.
8. **Suggesrtions**.You agree that SFDC shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into any SFDC products or services any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the operation of the Platform and/or the SFDC Service.
9. **Suspension and Termination**. Your use of the Platform and the SFDC Service may be immediately terminated and/or suspended upon notice due to (a) a breach of the terms of this SFDC Service Agreement by You or any User, (b) the termination or expiration of Reseller's agreement with SFDC pursuant to which Reseller is providing the Platform as part of the Reseller Application to You, and/or (c) a breach by Reseller of its obligations to SFDC with respect to the subscriptions it is providing to You in connection with this SFDC Service Agreement. If You use the Reseller Application in combination with a SFDC Service Org other than the Org provisioned solely for use with the Reseller Application (a "Shared org") You acknowledge and understand that (i) access to such Org, including the Reseller Application used in connection with such Org, may be suspended due to Your non-payment to SFDC or other breach of Your Agreement with SFDC, and (ii) in the event Your relationship with SFDC is terminated as a result of non-payment or other material breach of Your agreement with SFDC, Your Platform subscriptions would also be terminated. In no case will any such termination or suspension give rise to any liability of SFDC to You for a refund or other compensation.
10. **Subscriptions Non-Cancelable**. Subscriptions for the Platform are non-cancelable during a subscription term, unless otherwise specified in Your agreement with Reseller.
11. **No Warranty**. SFDC MAKES NO WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, AND/OR THE RESELLER APPLICATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE.

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TO THE MAXIMUM EXTENT PERMITTED BY LAW, SFDC DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, AND/OR THE RESELLER APPLICATION, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

12. **No Liability**. IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO YOU OR ANY USER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
13. **Further Contact**. SFDC may contact you regarding new Platform and SFDC Service features and offerings.
14. **Third Party Beneficiary**. SFDC shall be a third-party beneficiary to the agreement between You and Reseller solely as it relates to this SFDC Service Agreement.

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Claims Management Software Research Findings

1. Safety Plus Web
    a. Current software for entering and tracking employee injuries and vehicle accidents
    b. Software not capable of entering, tracking, or managing liability claims
    c. Could possibly terminate this service if an all-in-one vendor is determined
2. HRAcuity.com
    a. Viewed online demo
    b. Lacking for what is needed
    c. Only for internal/workers comp/employee database
    d. Does not track litigation information
    e. Does not produce needed report information
3. Direct Claim Solutions
    a. Viewed online demo
    b. Adequate claim software
    c. Unable to utilize for disciplinary action information
4. Tyler Risk Management/Case Management
    a. Viewed demo with Scott Kearney
    b. Adequate overall
    c. Missing key report information for litigation claims
5. Granicus
    a. Viewed demo with Scott Kearney
    b. Lacking overall
    c. Lacked experience in claim software
        i. Majority of the software would need customization
        ii. Could not produce information needed for basic claims
    d. Unable to produce reports in needed format
    e. Only interested in creating an online forum for reporting, not database entry
6. ClearRisk
    a. Viewed demo with Scott Kearney/Director Lasky
    b. Superior overall
    c. Experienced in claim/workers comp/litigation software
    d. Repository for contracts, insurance policies, and certificates of insurance
    e. Minimal customization
    f. Experienced dealings with municipalities
    g. Report customization in needed format
    h. Easily accessible/user friendly
    i. Also can be used for disciplinary action
7. File Handler
    a. Viewed online demo
    b. Lacking for what is needed
8. Cloud Claims
    a. Viewed online demo
    b. Lacking for what is needed
9. Aclaimant

a. Viewed online demo
b. Not Suitable

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

## Submitted by:

Nick Amberger, City Engineer and Carleen Stout-Clark, Deputy Director Real Estate Asset Management

## Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

## Purpose and Scope of Project:

Accept temporary construction easements for the 2023-3005-19 N Washington Avenue Culvert and Street Repair Project

## Amount of Contract:

N/A

**Funding Source**

**Project #** **Discretionary Funds**

**Project String** **Contract Number:**

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

**Grant Funds** **Matching Funds**

## ATTACHMENTS:

| Description | Type | Upload Date |
|---|---|---|
| Resolution | Resolution Letter | 8/21/2023 |
| TCE | Exhibit | 8/21/2023 |
| TCE | Exhibit | 8/21/2023 |
| TCE | Exhibit | 8/21/2023 |
| TCE | Exhibit | 8/21/2023 |

## REVIEWERS:

| Department Reviewer | Action | Date |
|---|---|---|
| Real Estate Boatwright, Cassie | Approved | 8/21/2023 - 12:06 PM |
| | | 8/21/2023 - 5:46 |

| | | | |
|---|---|---|---|
| Legal | Kern, Chris | Approved | PM |
| Mayors Office | Montgomery, Brandi | Approved | 8/24/2023 - 3:11 PM |

**2023**

# RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA** that the City hereby accepts the following temporary construction easements for the 2023-3005-19 N Washington Avenue Culvert and Street Repairs:

1. Two Temporary Construction Easements, from Mobile Area Mardi Gras Association.
2. Temporary Construction Easement from The Waterfront Rescue Mission, Inc.
3. Temporary Construction Easement from Duong Quoc Thanh and Son Thanh Vo.
4. Temporary Construction Easement from Diann Rambert Johnson.

**SAID** documents with sketches being attached hereto and made a part hereof as fully as if set forth herein.

Adopted:

_____

City Clerk

## TEMPORARY CONSTRUCTION EASEMENTS

STATE OF ALABAMA)
COUNTY OF MOBILE)

This indenture made this 17th day of August, 2023, between Mobile Area Mardi Gras Association, a non-profit Corporation, the Grantor, and the City of Mobile, a Municipal Corporation, organized and existing under the laws of the State of Alabama, the Grantee.

**WITNESSETH:**

That the Grantor, in consideration of the sum of ONE DOLLAR $ (1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to their property, does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land for the City of Mobile, Project # 2023-3005-19, N WASHINGTON AVE STREET & CULVERT REPAIRS, said easements as shown and as being on and across the following described lands:

**SEE EXHIBIT "A" AND EXHIBIT "B" ATTACHED HERETO**

**TO HAVE AND TO HOLD** the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above-named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above-described property.

IN WITNESS WHEROF, the undersigned has set my hand and seal, this the 17th day of August 2023.

Owner: MOBILE AREA MARDI GRAS ASSOCIATION

Jayson Walker

Jayson Walker, Member of Mobile Area Mardi Gras Association

STATE OF ALABAMA

COUNTY OF MOBILE

I, Tanekkya L. King, the undersigned Notary Public in and for said County, in said State, hereby certify that Jayson Walker whose name as Treasurer of Mobile Area Mardi Gras Association, a non-profit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, has such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

GIVEN under my hand and official seal of office this 17th day of August, 2023.

(NOTARIAL SEAL)

NOTARY PUBLIC

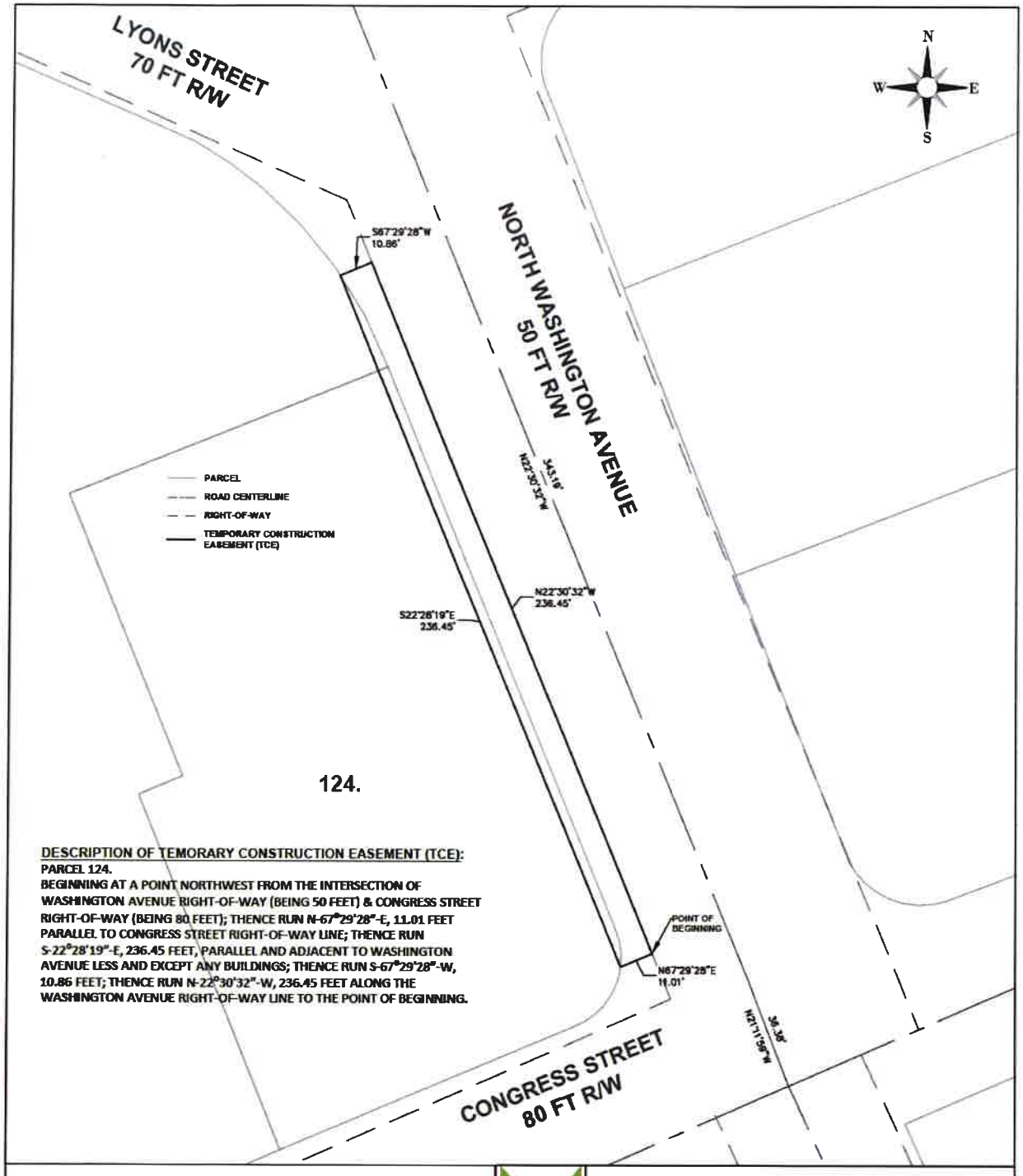
TANEKKYA L KING
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Comm. Expires October 14, 2024

My Commission Expires: 10/14/2024

This instrument prepared by:
City of Mobile
Real Estate Department
P. O. Box 1827
Mobile, Alabama 36633

Grantee
City of Mobile
Real Estate Department
P. O. Box 1827
Mobile, Alabama 36633

# EXHIBIT "A"
## 305 Mamga Drive (AKA 309 N. Washington Avenue)




**DESCRIPTION OF TEMORARY CONSTRUCTION EASEMENT (TCE):**
**PARCEL 124.**
**BEGINNING AT A POINT NORTHWEST FROM THE INTERSECTION OF WASHINGTON AVENUE RIGHT-OF-WAY (BEING 50 FEET) & CONGRESS STREET RIGHT-OF-WAY (BEING 80 FEET); THENCE RUN N-67°29'28"-E, 11.01 FEET PARALLEL TO CONGRESS STREET RIGHT-OF-WAY LINE; THENCE RUN S-22°28'19"-E, 236.45 FEET, PARALLEL AND ADJACENT TO WASHINGTON AVENUE LESS AND EXCEPT ANY BUILDINGS; THENCE RUN S-67°29'28"-W, 10.86 FEET; THENCE RUN N-22°30'32"-W, 236.45 FEET ALONG THE WASHINGTON AVENUE RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.**

**TEMPORARY CONSTRUCTION EASEMENT**
**PARCEL 124.**

0 25 50 100 Feet
1:480

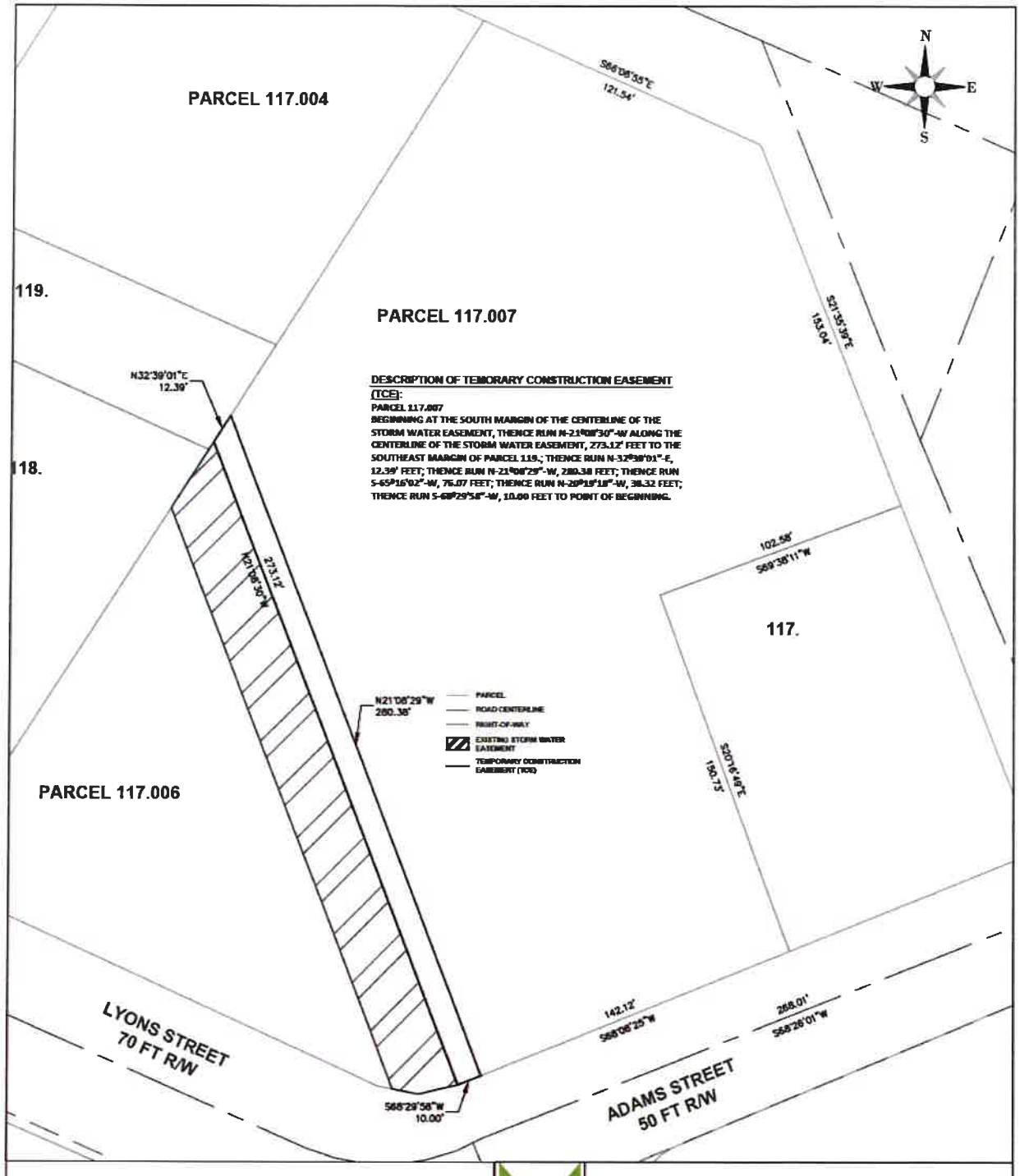
MOBILE ALABAMA

**CITY OF MOBILE, ALABAMA**
**ENGINEERING DEPARTMENT**

**NORTH WASHINGTON AVENUE**
**STREET & CULVERT REPAIRS**

| 2023-3005-19 | SHEET 1 OF 1 | 07-12-2023 |
|---|---|---|

# EXHIBIT "B"
## 701 Dr. Martin Luther King, Jr. Avenue




**DESCRIPTION OF TEMORARY CONSTRUCTION EASEMENT (TCE):**
PARCEL 117.007
BEGINNING AT THE SOUTH MARGIN OF THE CENTERLINE OF THE STORM WATER EASEMENT, THENCE RUN N-21°08'30"-W ALONG THE CENTERLINE OF THE STORM WATER EASEMENT, 273.12' FEET TO THE SOUTHEAST MARGIN OF PARCEL 119.; THENCE RUN N-32°39'01"-E, 12.39' FEET; THENCE RUN N-21°08'29"-W, 280.38 FEET; THENCE RUN S-65°16'02"-W, 76.07 FEET; THENCE RUN N-20°19'18"-W, 38.32 FEET; THENCE RUN S-68°29'58"-W, 10.00 FEET TO POINT OF BEGINNING.

**TEMPORARY CONSTRUCTION EASEMENT**
**PARCEL 117.007**

0 25 50 100 Feet
1:600

MOBILE ALABAMA

**CITY OF MOBILE, ALABAMA**
**ENGINEERING DEPARTMENT**

**NORTH WASHINGTON AVENUE**
**STREET & CULVERT REPAIRS**

| 2023-3005-19 | SHEET 1 OF 1 | 07-12-2023 |
|---|---|---|

## TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

This indenture made this 31st day of July, 2023, between The Waterfront Rescue Mission, Inc., a Florida Non-Profit Corporation, the Grantor, and the City of Mobile, a Municipal Corporation, organized and existing under the laws of the State of Alabama, the Grantee.

**WITNESSETH:**

That the Grantor, in consideration of the sum of ONE DOLLAR $ (1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to their property, does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land for the City of Mobile, Project # 2023-3005-19, N WASHINGTON AVE STREET & CULVERT REPAIRS, said easement as shown and as being on and across the following described lands:

**SEE "EXHIBIT A" ATTACHED HERETO**

**TO HAVE AND TO HOLD** the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above-named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above-described property.

**IN WITNESS WHEROF,** the undersigned has set my hand and seal, this the 31st day of July.

Owner: **THE WATERFRONT RESCUE MISSION, INC.,**
a Florida Non-Profit Corporation

Clayton A. Romano,
As Its President

STATE OF ALABAMA
COUNTY OF MOBILE

I, Jessica Rene' Koch, the undersigned Notary Public in and for said County, in said State, hereby certify that Clayton A. Romano, whose name as President of The Waterfront Rescue Mission, Inc. a Florida Non-profit Corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

GIVEN under my hand and official seal of office this 31st day of July, 2023.

(NOTARIAL SEAL)

Jessica Rene' Koch
NOTARY PUBLIC

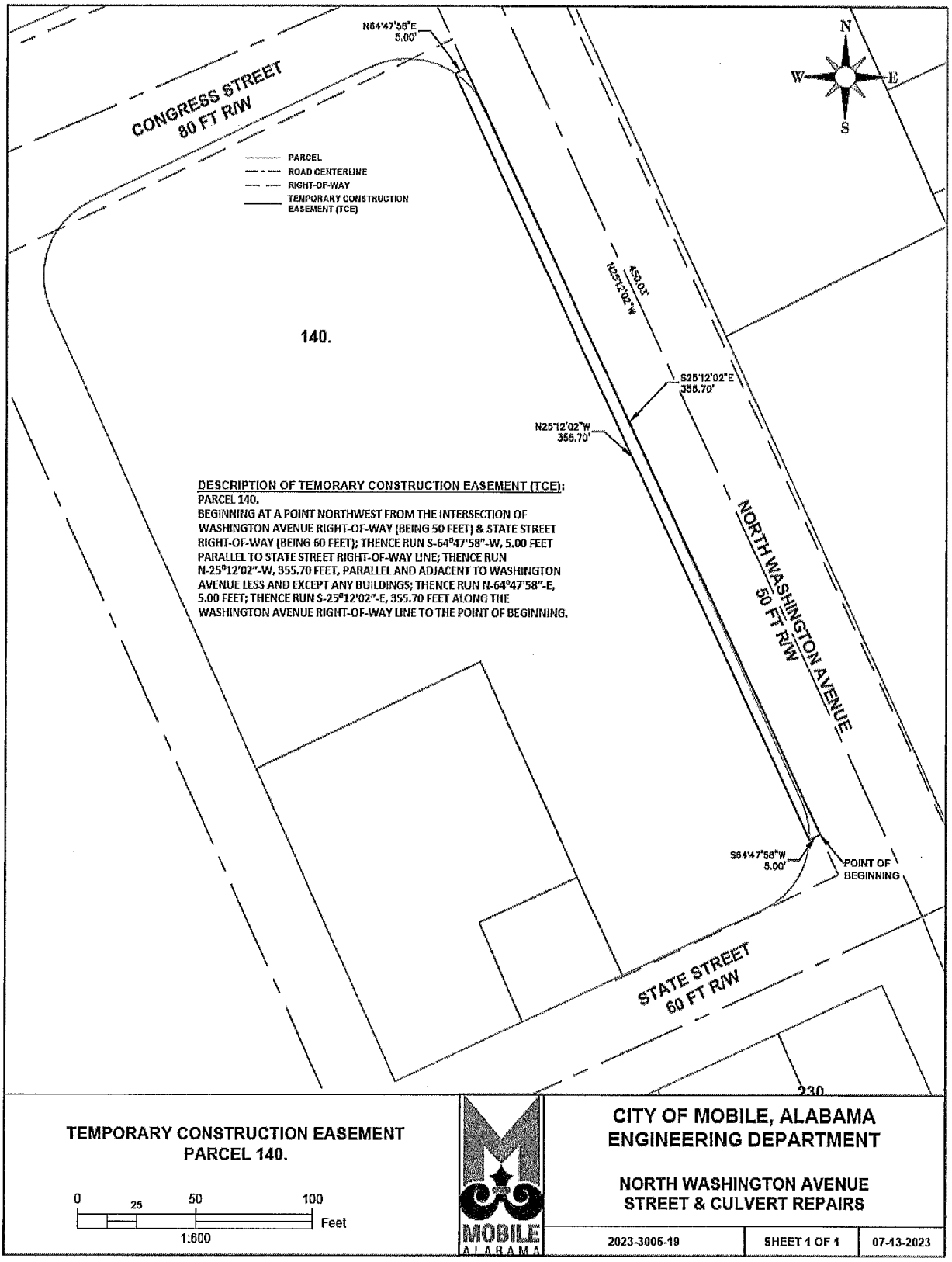
My Commission Expires: 1/26/2026

JESSICA RENE' KOCH
Notary Public
State of Florida
Comm# HH221332
Expires 1/26/2026

This instrument prepared by:
City of Mobile
Real Estate Department
P. O. Box 1827
Mobile, Alabama 36633-1827

Grantee
City of Mobile
Real Estate Department
P. O. Box 1827
Mobile, Alabama 36633-1827

# EXHIBIT "A"


CONGRESS STREET
80 FT R/W
N64°47'58"E
5.00'
PARCEL
ROAD CENTERLINE
RIGHT-OF-WAY
TEMPORARY CONSTRUCTION EASEMENT (TCE)
N
W
E
S
450.03'
N25°12'02"W
140.
S25°12'02"E
355.70'
N25°12'02"W
355.70'
DESCRIPTION OF TEMORARY CONSTRUCTION EASEMENT (TCE):
PARCEL 140.
BEGINNING AT A POINT NORTHWEST FROM THE INTERSECTION OF WASHINGTON AVENUE RIGHT-OF-WAY (BEING 50 FEET) & STATE STREET RIGHT-OF-WAY (BEING 60 FEET); THENCE RUN S-64°47'58"-W, 5.00 FEET PARALLEL TO STATE STREET RIGHT-OF-WAY LINE; THENCE RUN N-25°12'02"-W, 355.70 FEET, PARALLEL AND ADJACENT TO WASHINGTON AVENUE LESS AND EXCEPT ANY BUILDINGS; THENCE RUN N-64°47'58"-E, 5.00 FEET; THENCE RUN S-25°12'02"-E, 355.70 FEET ALONG THE WASHINGTON AVENUE RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.
NORTH WASHINGTON AVENUE
50 FT R/W
S64°47'58"W
5.00'
POINT OF BEGINNING
STATE STREET
60 FT R/W
230
TEMPORARY CONSTRUCTION EASEMENT
PARCEL 140.
0
25
50
100
Feet
1:600
MOBILE
ALABAMA
CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT
NORTH WASHINGTON AVENUE
STREET & CULVERT REPAIRS
2023-3005-19
SHEET 1 OF 1
07-13-2023

## TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

This indenture made this 25th day of July, 2023, between Duong Quoc Thanh and Son Thanh Vo, the Grantors, and the City of Mobile, a Municipal Corporation, organized and existing under the laws of the State of Alabama, the Grantee.

**WITNESSETH:**

That the Grantors, in consideration of the sum of ONE DOLLAR $ (1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to their property, does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land for the City of Mobile, Project # 2023-3005-19, N WASHINGTON AVE STREET & CULVERT REPAIRS, said easement as shown and as being on and across the following described lands:

**SEE "EXHIBIT A" ATTACHED HERETO**

**TO HAVE AND TO HOLD** the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above-named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above-described property.

**IN WITNESS WHEROF,** the undersigned have set their hand and seal, this the 25th day of July, 2023.

Owners: Duong Quoc Thanh and Son Thanh Vo

STATE OF ALABAMA

COUNTY OF MOBILE

I, Jacquelyn R Benedict, the undersigned Notary Public in and for said County, in said State, hereby certify that Duong Quoc Thanh and Son Thanh Vo, 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 and with full authority, have executed the same voluntarily on the day the same bears date,

GIVEN under my hand and official seal of office this 25th day of July, 2023.

(NOTARIAL SEAL)

Jacquelyn R Benedict

NOTARY PUBLIC

My Commission Expires:

JACQUELYN R. BENEDICT
My Commission Expires
September 22, 2024

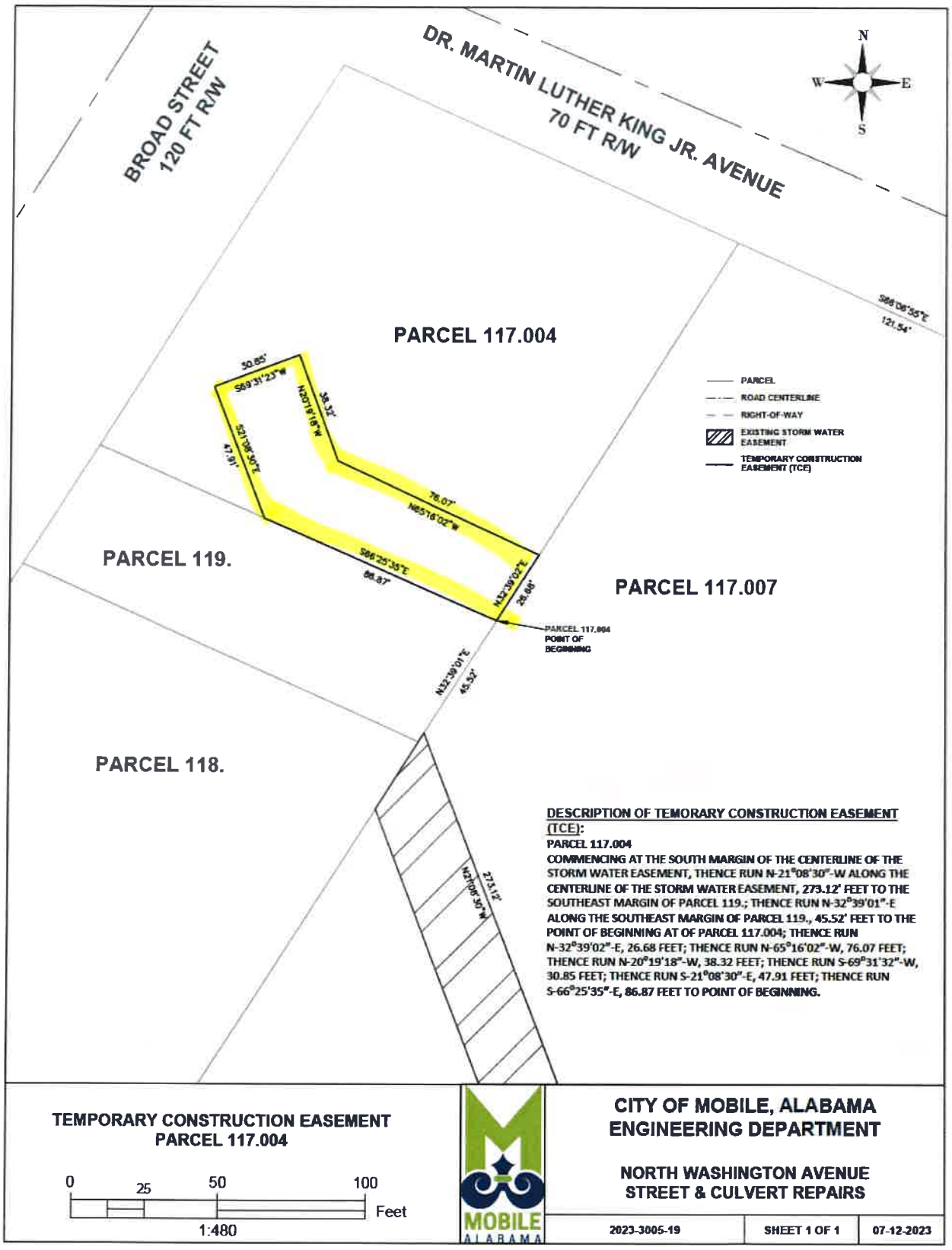
This instrument prepared by:

City of Mobile
Real Estate Department
P. O. Box 1827
Mobile, Alabama 36633-1827

Grantee

City of Mobile
Real Estate Department
P. O. Box 1827
Mobile, Alabama 36633-1827

# EXHIBIT "A"




**DESCRIPTION OF TEMORARY CONSTRUCTION EASEMENT (TCE):**

**PARCEL 117.004**

**COMMENCING AT THE SOUTH MARGIN OF THE CENTERLINE OF THE STORM WATER EASEMENT, THENCE RUN N-21°08'30"-W ALONG THE CENTERLINE OF THE STORM WATER EASEMENT, 273.12' FEET TO THE SOUTHEAST MARGIN OF PARCEL 119.; THENCE RUN N-32°39'01"-E ALONG THE SOUTHEAST MARGIN OF PARCEL 119., 45.52' FEET TO THE POINT OF BEGINNING AT OF PARCEL 117.004; THENCE RUN N-32°39'02"-E, 26.68 FEET; THENCE RUN N-65°16'02"-W, 76.07 FEET; THENCE RUN N-20°19'18"-W, 38.32 FEET; THENCE RUN S-69°31'32"-W, 30.85 FEET; THENCE RUN S-21°08'30"-E, 47.91 FEET; THENCE RUN S-66°25'35"-E, 86.87 FEET TO POINT OF BEGINNING.**

**TEMPORARY CONSTRUCTION EASEMENT**
**PARCEL 117.004**

0 25 50 100 Feet

1:480

MOBILE ALABAMA

**CITY OF MOBILE, ALABAMA**
**ENGINEERING DEPARTMENT**

**NORTH WASHINGTON AVENUE**
**STREET & CULVERT REPAIRS**

| 2023-3005-19 | SHEET 1 OF 1 | 07-12-2023 |
|---|---|---|

## TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

This indenture made this 8th day of August, 2023, between Diann Rambert Johnson, the Grantor, and the City of Mobile, a Municipal Corporation, organized and existing under the laws of the State of Alabama, the Grantee.

**WITNESSETH:**

That the Grantor, in consideration of the sum of ONE DOLLAR $ (1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to their property, does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land for the City of Mobile, Project # 2023-3005-19, N WASHINGTON AVE STREET & CULVERT REPAIRS, said easement as shown and as being on and across the following described lands:

**SEE "EXHIBIT A" ATTACHED HERETO**

**TO HAVE AND TO HOLD** the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above-named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above-described property.

**IN WITNESS WHEROF,** the undersigned has set my hand and seal, this the 8th day of August, 2023.

Owner: Diann Rambert Johnson

STATE OF OHIO

COUNTY OF FRANKLIN

I, Anthony W. Slappy, the undersigned Notary Public in and for said County, in said State, hereby certify that Diann Rambert Johnson, 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 and with full authority, has executed the same voluntarily on the day the same bears date,

GIVEN under my hand and official seal of office this 8th day of August, 2023.

(NOTARIAL SEAL)

Anthony W. Slappy
Notary Public, State of Ohio
Commission #: 2017-RE-663683
My Commission Expires 07-19-27

NOTARY PUBLIC

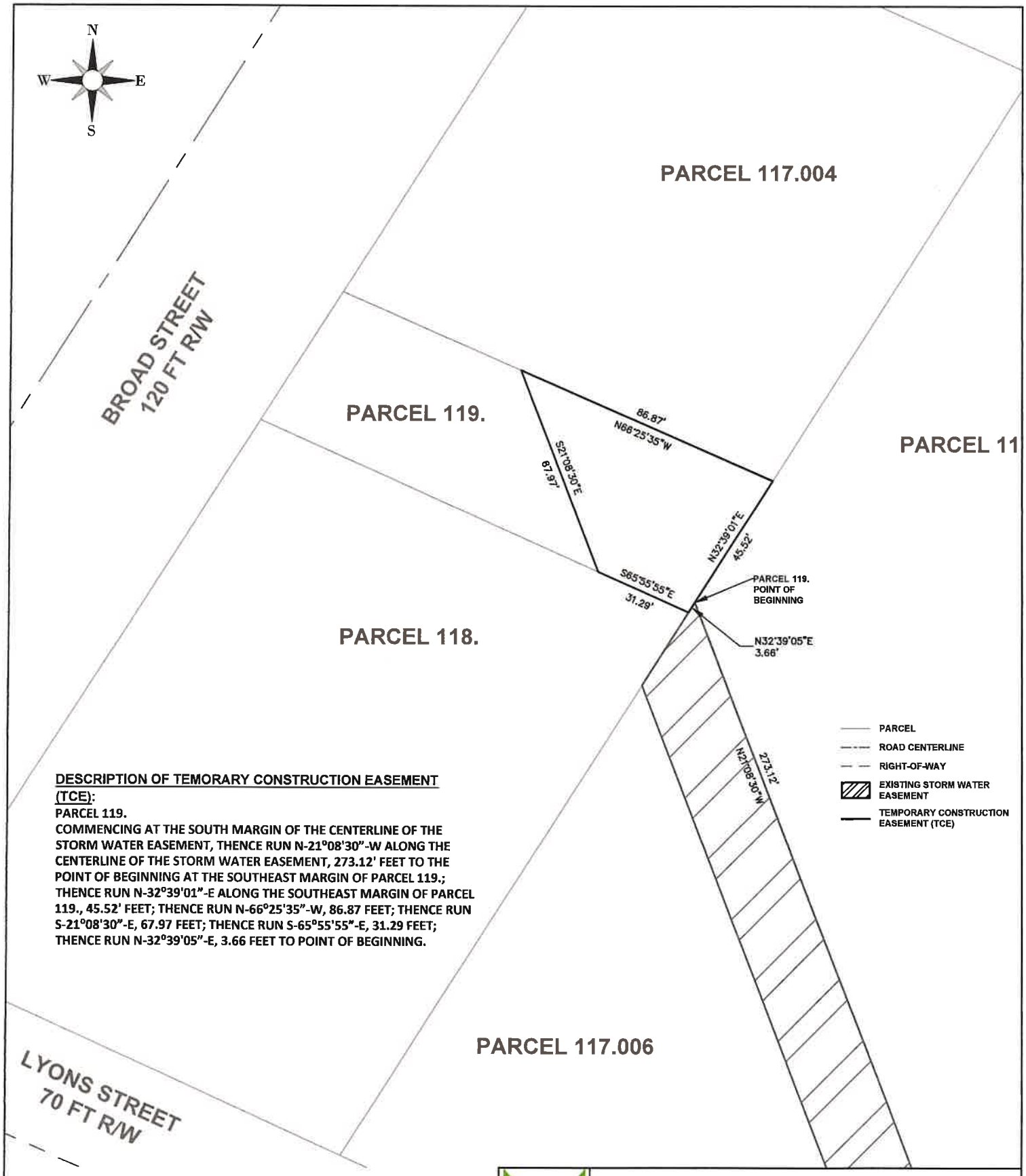
My Commission Expires: July 19, 2027

This instrument prepared by:

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

Grantee

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




**DESCRIPTION OF TEMORARY CONSTRUCTION EASEMENT (TCE):**

**PARCEL 119.**

**COMMENCING AT THE SOUTH MARGIN OF THE CENTERLINE OF THE STORM WATER EASEMENT, THENCE RUN N-21°08'30"-W ALONG THE CENTERLINE OF THE STORM WATER EASEMENT, 273.12' FEET TO THE POINT OF BEGINNING AT THE SOUTHEAST MARGIN OF PARCEL 119.; THENCE RUN N-32°39'01"-E ALONG THE SOUTHEAST MARGIN OF PARCEL 119., 45.52' FEET; THENCE RUN N-66°25'35"-W, 86.87 FEET; THENCE RUN S-21°08'30"-E, 67.97 FEET; THENCE RUN S-65°55'55"-E, 31.29 FEET; THENCE RUN N-32°39'05"-E, 3.66 FEET TO POINT OF BEGINNING.**

**TEMPORARY CONSTRUCTION EASEMENT**
**PARCEL 119.**

0 25 50 100 Feet

1:480

MOBILE ALABAMA

**CITY OF MOBILE, ALABAMA**
**ENGINEERING DEPARTMENT**

**NORTH WASHINGTON AVENUE**
**STREET & CULVERT REPAIRS**

| 2023-3005-19 | SHEET 1 OF 1 | 07-12-2023 |
|---|---|---|

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

**Submitted by:**

Chief Jeremy Lami, MFRD and Carleen Stout-Clark, Deputy Director, Real Estate Asset Management

**Sponsored by:**

Mayor William S. Stimpson and Councilmember C. J. Small

**Purpose and Scope of Project:**

Resolution for lease between the City of Mobile, for boat slip located at 3620 Scenic Drive for the use of Mobile Fire and Rescue marine boat.

**Amount of Contract:**

$400.00 Monthly

| | | | |
|---|---|---|---|
| **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 | 8/18/2023 |
| Routing Form | Exhibit | 8/18/2023 |
| Lease Agreement | Exhibit | 8/18/2023 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Real Estate | Boatwright, Cassie | Approved | 8/21/2023 - 12:07 PM |
| Budget | Sapp, Celia | Approved | 8/23/2023 - 6:10 PM |
| Legal | Kern, Chris | Approved | 8/24/2023 - 10:03 AM |

| | | | |
|---|---|---|---|
| Legal | Kern, Chris | Approved | 8/24/2023 - 10:04 AM |
| Mayors Office | Montgomery, Brandi | Approved | 8/24/2023 - 3:11 PM |

# Resolution

Sponsored by: Mayor William S. Stimpson and Councilmember Small

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Lease Agreement by and between the City of Mobile and River Yacht Basin Marina, LLC, Lessor, for the lease of a slip to berth the Mobile Fire and Rescue marine vessel as described in the Lease Agreement attached hereto and made a part hereof as though set forth in full. A copy of said Lease Agreement is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

**ROUTING FORM: RESOLUTION AUTHORIZING THE LEASE OF REAL PROPERTY**

I. Property Address: 3620 Scenic Drive Mobile AL 36605

City Council District and Zoning: District 3, C.J. Small

Sale or **Lease**: Lease of River Yacht Basin Marina, LLC Slip number 62

II. Lease by City:

- How Relocation of Boat Slip to River Yacht Basin Marina, LLC from Dog River Marina, LLC for Mobile Fire and Rescue
- When Rental commencement August using account 1004152.44020
- Special Circumstances (if applicable) _____

III. Why Sale/**Lease** recommended: Relocating the boat to River Yacht Basin provides a good location to respond from and provides a covered boat lift that will protect the boat from the elements.

**LEASE AGREEMENT**

STATE OF ALABAMA)

COUNTY OF MOBILE)

**THIS LEASE AGREEMENT** (sometimes hereinafter called "Lease"), made and entered into effective as of the ___ day of ____ 2023, by and between **RIVER YACHT BASIN MARINA, LLC** an Alabama Limited Liability Company as "**Lessor**" and the **CITY OF MOBILE**, a municipal corporation as "**Lessee**."

**WITNESSETH:**

**WHEREAS,** Lessor owns a marina located on Dog River at 3620 Scenic Drive, County of Mobile, State of Alabama, together with all rights and privileges arising in connection therewith, (collectively, sometimes hereafter called the "Marina"); and

**WHEREAS,** Lessee desires to use a covered wet slip with a lift to berth a Mobile Fire and Rescue Department marine vessel and Lessor desires to grant to Lessee the right to use said portion of the Marina (sometimes hereafter referred to as the "Premises") in accordance with this Agreement;

**NOW THEREFORE**, in consideration of the mutual covenants and undertakings herein contained, Lessor and Lessee (collectively the "Parties") do hereby agree as follows:

1. **Premises Demised**. Lessor, for and in consideration of a rental payment as set forth herein, and upon the covenants and conditions herein contained, does hereby demise, lease, and let unto Lessee the Premises, which is a wet slip, located within River Yacht Basin Marina on Dog River, at 3620 Scenic Drive, City of Mobile, County of Mobile, State of Alabama, and more specifically Slip #62

   **TO HAVE AND TO HOLD** the Premises, together with the rights, privileges, easements and appurtenances thereunto appertaining, for and during the term hereof, upon the terms and conditions hereinafter set forth.

2. **Term**.
   a) The initial term of this Lease shall be for a period of one (1) year (the "Lease Term"). The Lease Term shall commence on (the "Commencement Date").
   b) Lessor shall allow Lessee full access, 24 hours a day, seven days a week, to the Premises. If the Lessee shall remain in possession of the Premises after the expiration of either the original term of this Lease or any extended term thereof, such possession shall be as a month-to-month tenant; and during such month-to-month tenancy, rent shall

be payable at the same rate as that in effect during the last month of the preceding term, and the provisions of this Lease (except those as to the Lease term) shall be applicable.

3. **Rent**. The Lessee agrees, binds and obligates itself, its successors and assigns to pay to the Lessor annual rent in the amount of Four Thousand Eight Hundred Dollars and no/100 ($4,800.00) in monthly payments of Four Hundred Dollars and no/100($400.00), due and payable in advance on the first day of each month.

4. **Utilities**. Electricity, gas, sewer, water, and any other utilities are included in the aforementioned Rent and otherwise shall be paid by Lessor.

5. **Use of Premises**.

   a) During the term of this Lease the Lessee shall use the Premises for berthing a Mobile Fire and Rescue Department marine vessel and such other Lessee owned property as Lessee may determine to store on the Premises. Lessor and Lessee will both have access to the Premises at all times.

   b) Lessee agrees to maintain the Premises in a clean, orderly, healthy condition and to comply with all laws, ordinances, rules and regulations of all governmental agencies having jurisdiction over the Premises. Lessee will not use, occupy or permit the use or occupancy of the Premises for any unlawful or hazardous purpose; or maintain or permit the maintenance· of any public or private nuisance; or do or permit any act which may disturb the quiet enjoyment of any other occupant of the Marina.

6. **Parking**. Two (2) parking spaces are provided.

7. **Liens and Encumbrances**. Neither the Lessee nor Lessor shall at any time during the term of the Lease create or permit to be created or to remain, and will promptly discharge upon notice, any lien, encumbrance, or charge on account of or by reason of any mechanics', laborers', lien, encumbrance or charge upon the Premises.

8. **Payment of Taxes**. During the term hereof, the Lessor shall directly pay all taxes directly imposed or assessed against its property or the rentals payable hereunder before the same becomes delinquent.

9. **Insurance**. The Lessor, and , if any, successors and assigns, shall purchase and maintain at all times during the term of this Agreement at its own expense commercial general liability insurance with a minimum policy limit of $1,000,000 per occurrence. Lessor's property insurance shall include the full value of replacement for the Marina and all vessels including vessel's contents berthed and stored at Marina.

10. **Subletting and Assignment**. The Lessee shall not encumber, assign or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Premises or any of the improvements that may now or hereafter be constructed or installed upon the Premises, in whole or in part, by operation of law, or otherwise, or mortgage or pledge the same, without prior written approval of the Lessor.

11. **Default**. The happening of any one or more of the following events shall constitute a default hereunder, viz: (a) failure of Lessee to pay rent; (b) the failure of the Lessee to perform or observe any duty or obligation herein imposed on or assumed by it at the time when this Lease requires such duty or obligation to be performed; (c) the failure of the Lessor to perform or observe any duty or obligation herein imposed on or assumed by it at the time when this Lease requires such duty or obligation to be performed; (d) the levy of execution or other legal process after an unsatisfied final judgment against either the Lessee or Le s so r by a court of competent jurisdiction upon its interest in the leasehold estate herein created; (e) the adjudication of the Lessor as a Debtor under the Bankruptcy Code; (f) the commencement of any case against the Lessor under the Bankruptcy Code, or (g) the appointment of a receiver of all of the property of the Lessor or Lessee after a hearing by a court of competent jurisdiction.

12. **Remedies Upon Default**.
    a) The remedies herein provided for shall be cumulative and the exercise of any one or more of which shall not be a bar to the exercise of any other remedies herein specified, nor of any remedies to which the Lessee or Lessor may be entitled under the laws of the State of Alabama.
    b) The Lessor shall not be deemed to have waived any default or performance of the Lessee's obligations hereunder by acceptance of rent or otherwise, except by written notice of such waiver, and such notice shall not waive any subsequent cause or default or breach of any condition of this Lease. Payment of rent by the Lessee shall not be deemed to be a waiver of any default or performance of the Lessor's obligations hereunder, except by written no ice of such waiver, and such notice shall not waive any subsequent ·cause or default or breach of any condition of this Lease.
    c) The Lessor shall not have the right to terminate this Lease by reason of any default of the Lessee, nor shall the Lessor be entitled to avail itself of any remedy provided for herein or by law unless the Lessor shall have given to the Lessee written notice of the existence of such default and the Lessee shall have failed for a period of fifteen (15) days following the giving by the Lessor of such written notice to correct such default.
    d) The Lessee shall not have the right to terminate this Lease by reason of any default of the Lessor, nor shall the Lessee be entitled to avail itself of any remedy provided for herein or by law unless the Lessee shall have given to the Lessor written notice of the existence of such default and the Lessor shall have failed for a period of fifteen (15) days following the giving by the Lessee of such written notice to correct such default.
    e) If the default is of such a nature that it cannot be completely remedied within fifteen
    f) (15) days, then such default shall not be enforceable against the other party if the other party shall have commenced the curing of such default within said fifteen (15) day

period and shall proceed with reasonable diligence and good faith to the curing thereof, but if such default shall not have been cured within sixty (60) days, then the party in default shall in that event be deemed to have failed to cure said default.

13. **Damage or Destruction**.
    a) In the event the Premises shall be destroyed or so damaged by fire, explosion, hurricane, tornado, or any other cause so as to become wholly unfit for occupancy, then Lessor may, if it so elects, rebuild and put the Premises in good condition and fit for occupancy within a reasonable time, at its sole expense, or may give notice in writing terminating this lease.
    b) In the event the Premises shall be destroyed or so damaged by fire, explosion, hurricane, tornado, or any other cause so as to become wholly unfit for occupancy, then Lessee may, if it so elects, give notice in writing terminating this lease.

14. **Eminent Domain**.
    a) Should the Premises be condemned (or sold under threat of condemnation) in their entirety in the exercise of the power of eminent domain, or should the Premises be partially condemned or partially sold under threat of condemnation) but to such an extent as to render the same unfit _or unsuitable for operation, then and in such event, this Lease shall be terminated within thirty (30) day notice to Lessee.
    b) All awards made by the condemning authority, or compensation made or paid by such authority in lieu of condemnation, shall belong exclusively to the Lessor, and the Lessee hereby waives any and all right or claim to any such award or proceeds.

15. **Successors**. The provisions hereof shall inure to the benefit of and be binding upon the respective heirs, devises, successors and assigns of the parties hereto.

16. **The Lessee's Additional Covenants**. In addition to the other covenants contained in this Lease, the Lessee covenants with the Lessor as follows:
    a) At the expiration or earlier termination of this Lease the Lessee will vacate the Premises and deliver and surrender to the Lessor possession of the Premises, in as good condition and repair as the same was at the time of the completion of work and occupancy, ordinary wear and tear excepted, and shall surrender all keys for the Premises. The Lessee also shall remove all of its property and those alterations, additions and improvements which Lessor requests to be removed.
    b) In the event Lessee terminates this Lease before the one (1) year term pursuant to Paragraph 2(a) then Lessee shall give Lessor thirty (30) days written notice of Lessee's intent to terminate this Lease.

17. **Sole Contract**. This Lease cannot be modified or changed by any verbal statement, promise or agreement by whosoever n:iade, and no modification, change or amendment shall be binding on the parties unless it shall have been agreed to in writing.

18. **Notices**. All notices required hereunder shall be in writing and delivered either personally or by certified mail, return receipt requested, and if to the Lessee shall be mailed to the City of Mobile Attention: Real Estate Department, at Post Office Box 1827, Mobile, Alabama, 36633-1827, until the Lessor is notified otherwise in writing; and if to the Lessor shall be mailed to the Lessor at River Yacht Basin Marina, LLC Attn: Dana Langley, 3620 Scenic Drive, Mobile, AL 36605, until such time as the Lessee is notified otherwise in writing.

19. **Severability**. If any provision of this Lease shall be declared invalid or unenforceable, the Lessor and the Lessee herein intend and represent that such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Lease.

20. **Governing Law**. This Lease shall be governed and construed in accordance with the laws of the State of Alabama and venue for any lawsuit shall lie in Mobile County

21. **Counterparts**. This Lease is executed in multiple counterparts, each of which shall constitute, an original for all purposes.

22. **Nondiscrimination**. Lessor 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 contracting parties with the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability.

23. **Quiet Enjoyment**: Lessee, upon the payment of the rent herein reserved and upon the performance of all the terms of this Lease, shall at all times during the term of this Lease peaceably and quietly enjoy the Leased Premises without any disturbance from Lessor or from any other person claiming through Lessor.

24. **Immigration**. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

---------- SIGNATURE PAGE FOLLOWS ----------

**IN WITNESS WHEREOF**, Lessor and Lessee have caused this Lease to be executed in their respective corporate names, and their respective corporate seals to be hereunto affixed and attested by their fully authorized agents and officers, all in counterparts, and all having duly executed this instrument as of the _____day of _____, 2023.

**RIVER YACHT BASIN MARINA, LLC**,
an Alabama limited liability company, Lessor

By: Dana Langley

Name: Dana Langley

Its: Owner

**STATE OF ALABAMA)**

**COUNTY OF MOBILE)**

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Dana Langley, whose name as President of River Yacht Basin Marina, LLC are signed to the foregoing Lease Agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Lease Agreement, they, in their capacity as such officers and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

GIVEN under my hand and official seal of office this 15th day of August 2023.

Notary Public
State of Alabama At Large
My Commission Expires: 7/7/27




**CITY OF MOBILE**, a Municipal Corporation, Lessee

By:_____
It's Mayor

ATTEST:

_____
It's City Clerk

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

**Submitted by:**

Ricardo A. Woods, City Attorney

**Sponsored by:**

William S. Stimpson, Mayor

**Purpose and Scope of Project:**

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Vera Williams

**Amount of Contract:**

n/a

**Effective Date of Contract:**

9/5/2023

**Funding Source**

**Project #** Resolution for Settlement Agreement and Release of Claims - Williams

**Discretionary Funds** n/a

**Project String** n/a

**Contract Number:**n/a

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

**Grant Funds** n/a

**Matching Funds** n/a

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| Resolution for Settlement Agreement and Release of Claims - Williams | Resolution Letter | 8/23/2023 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Legal | Barfield, Becky | Approved | 8/23/2023 - 12:05 PM |
| | | | 8/23/2023 - 3:52 |

| | | | |
|---|---|---|---|
| Legal | Kern, Chris | Approved | PM |
| Mayors Office | Montgomery, Brandi | Approved | 8/24/2023 - 3:13 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, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Vera Williams, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D023\P006\00119028.doc

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

**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;

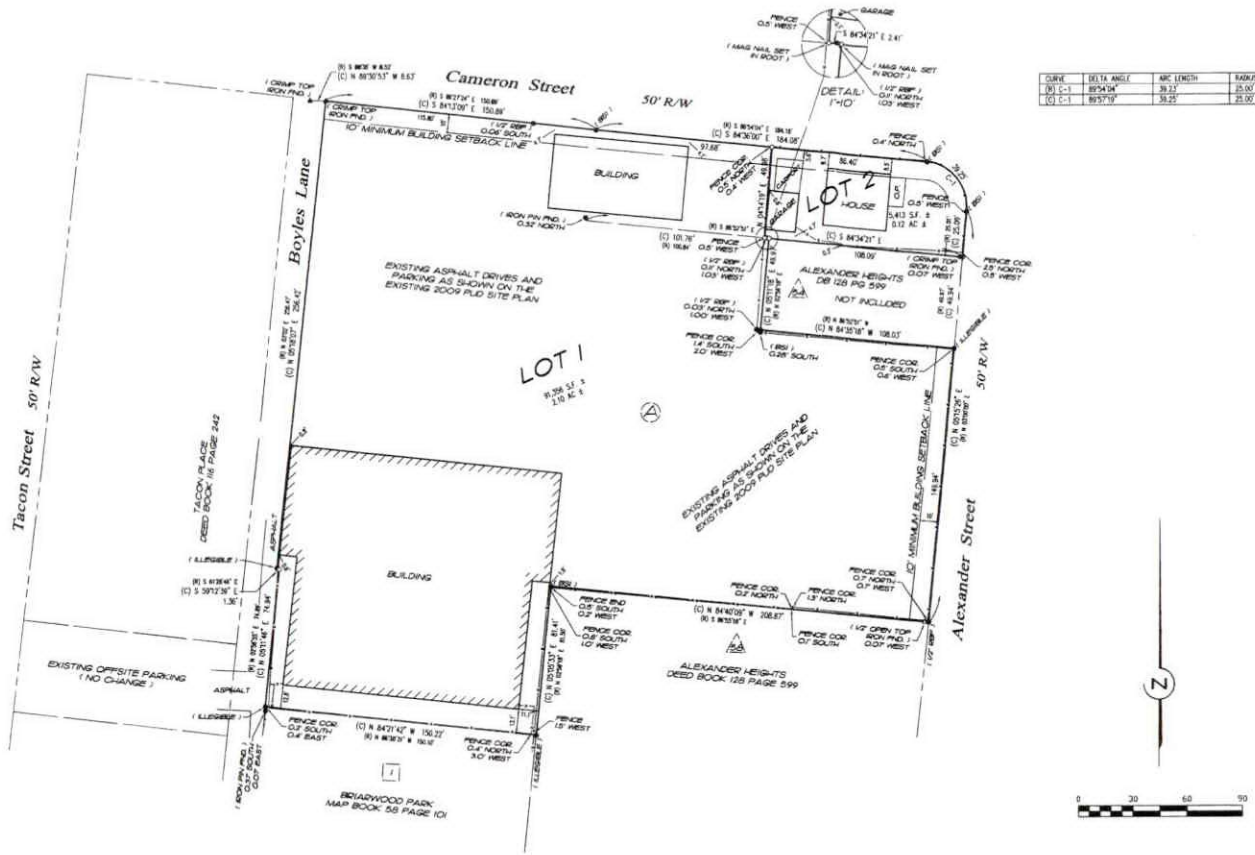
9. Compliance with all Fire Department comments noted in the staff report;
10. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to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

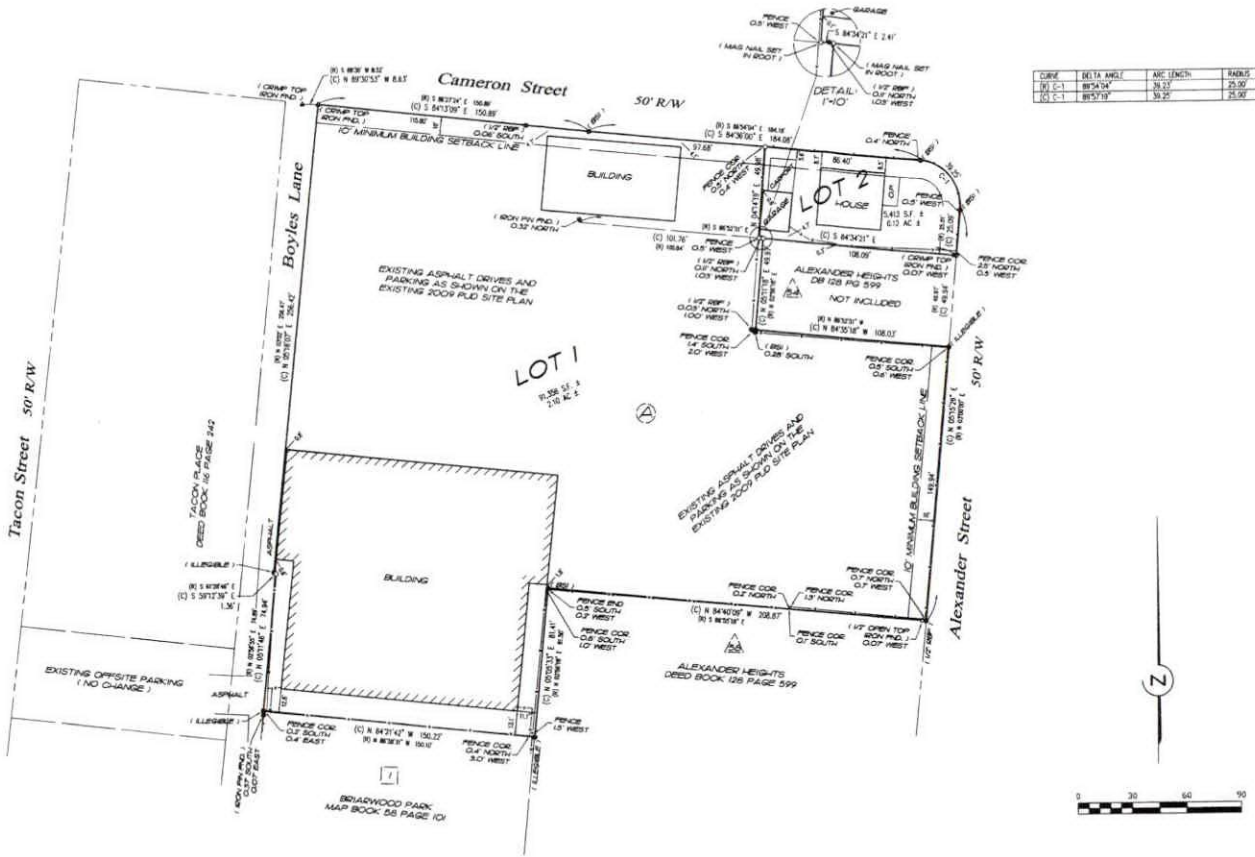
Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments


Cameron Street
50' R/W
Boyles Lane
Tacon Street
50' R/W
Alexander Street
50' R/W
10' MINIMUM BUILDING SETBACK LINE
BUILDING
HOUSE
LOT 1
LOT 2
EXISTING ASPHALT DRIVES AND PARKING AS SHOWN ON THE EXISTING 2009 PUD SITE PLAN
ALEXANDER HEIGHTS DB 128 PG 599
NOT INCLUDED
TACON PLACE DEED BOOK 116 PAGE 242
EXISTING OFFSITE PARKING ( NO CHANGE )
ASPHALT
BUILDING
ALEXANDER HEIGHTS DEED BOOK 128 PAGE 599
BRIARWOOD PARK MAP BOOK 58 PAGE 101
DETAIL 1"=10'
GARAGE
FENCE 0.5' WEST
( NAIL SET IN ROOT )
( NAIL SET IN ROOT )
( 1/2" REBAR ) 0.4' NORTH 0.3' WEST
( IRON PIN FND. ) 0.52' NORTH
( IRON PIN FND. ) 0.07' EAST
( IRON PIN FND. ) 0.07' WEST
( 1/2" REBAR ) 0.03' NORTH 1.00' WEST
( 1/2" REBAR ) 0.03' NORTH 1.03' WEST
( 1/2" REBAR ) 0.28' SOUTH
( 1/2" OPEN TOP IRON PIN ) 0.02' WEST
( 1/2" OPEN TOP IRON PIN ) 0.07' SOUTH
( 1/2" REBAR ) 0.05' SOUTH 0.5' WEST
( 1/2" REBAR ) 0.03' SOUTH 0.5' WEST
( 1/2" REBAR ) 0.03' SOUTH 0.5' EAST
( 1/2" REBAR ) 0.04' NORTH 0.5' WEST
( 1/2" REBAR ) 0.04' NORTH 0.5' EAST
( 1/2" REBAR ) 0.04' NORTH 0.3' WEST
( 1/2" REBAR ) 0.04' SOUTH 0.3' WEST
( 1/2" REBAR ) 0.04' SOUTH 0.3' EAST
( 1/2" REBAR ) 0.04' SOUTH 0.4' WEST
( 1/2" REBAR ) 0.04' SOUTH 0.5' WEST
( 1/2" REBAR ) 0.04' SOUTH 0.5' EAST
( 1/2" REBAR ) 0.04' SOUTH 0.4' EAST
( 1/2" REBAR ) 0.04' SOUTH 0.5' WEST
( 1/2" REBAR ) 0.04' SOUTH 0.5




| 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).

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 553
- 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" 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

Kami 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.

Kami 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.

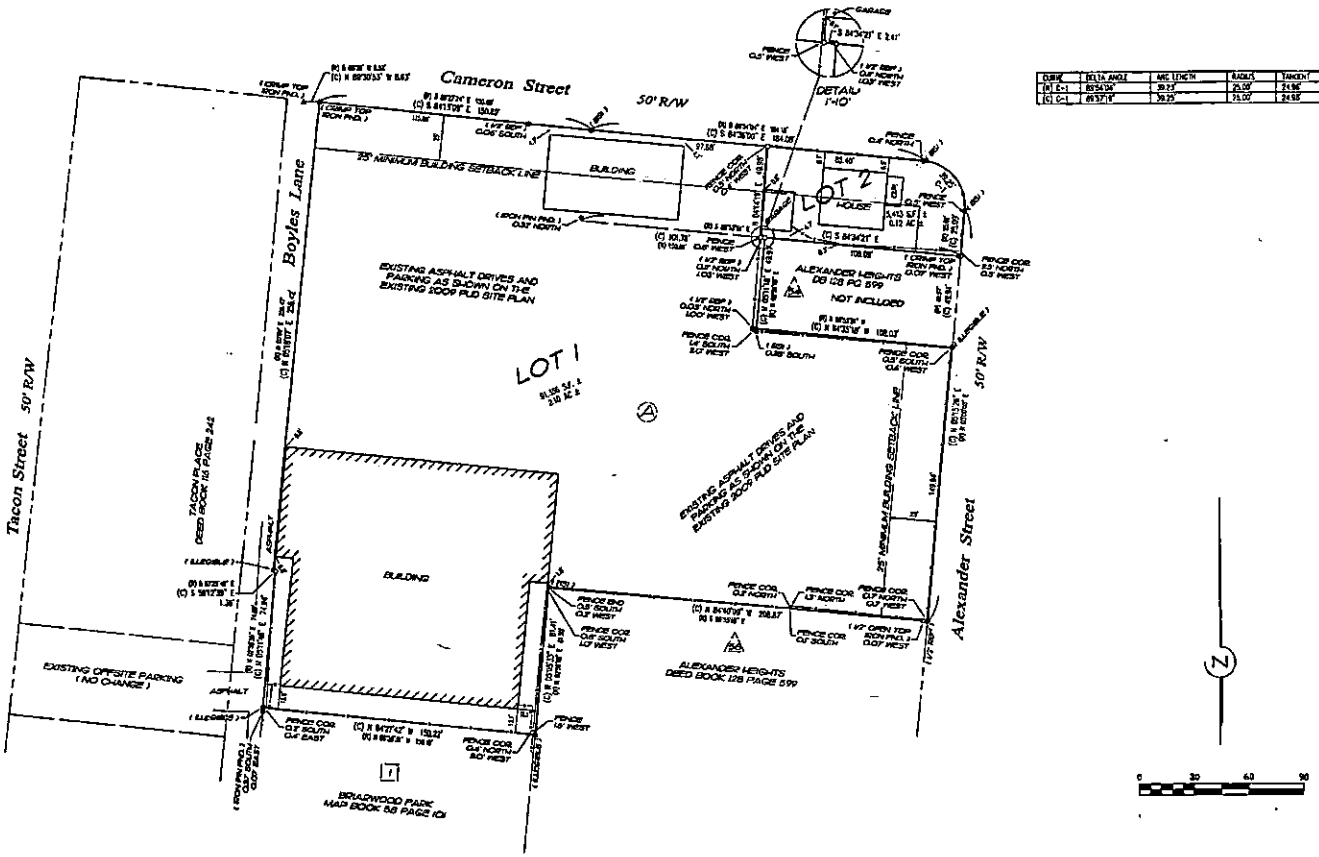
Signature: N/A Date:

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.



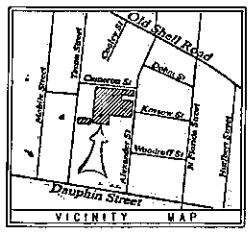

| CURVE | DELTA ANGLE | ARC LENGTH | RADIUS | TANGENT | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|---|
| (M) C=1 | 89°54'06" | 39.27' | 25.00' | 24.98' | S 41°57'03" E | 35.33' |
| (C) C=1 | 89°37'19" | 39.29' | 25.00' | 24.98' | S 39°44'18" E | 35.34' |

LEGAL DESCRIPTION

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

AND

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




- I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAP # 015007 L DATED JUNE 6, 2005 AND FOUND THAT THE ABOVE DESCRIBED PROPERTY IS SHOWN IN FLOOD ZONE "X" UNSHADED ON PANEL 553
- 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, DUE 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, ALLOT CORS
- FURNISHED DESCRIPTION FROM CLIENT
- TYPE OF SURVEY - SUBDIVISION
- 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@BYRDSURVEYING.BIZ


SCALE : 1" = 30' — JUNE 22, 2023

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

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

Paul Wimpee
57 N. Florida Street
Mobile, AL 36604

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

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

Gloria Y. Campbell
2566 Kossow Street
Mobile, AL 36607

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

John W. Crane
25 Alexander Street
Mobile, AL 36607

Ankit Gulati
23 Alexander Street
Mobile, AL 36607

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

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

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

Ray & Virginia Walker
3001 Banks Avenue
Mobile, AL 36617

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

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

Rebecca E. Murphy
4351 Sawyer Avenue
Mobile, AL 36619

Edwina & Leslie Crane
2567 Kossow Street
Mobile, AL 36607

Bessie Mae Purifoy
2560 Woodruff Street
Mobile, AL 36607

Andrew & Diana Allen
2166 Dauphin Street
Mobile, AL 36606

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

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

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

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

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

Hugh & Rebecca Tomlin
4351 Sawyer Avenue
Mobile, AL 36619

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

Timothy D. Stone
2558 Woodruff Street
Mobile, AL 36607

Amos Potter
9812 Traveler Way Dr.
Mobile, AL 36695

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

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;

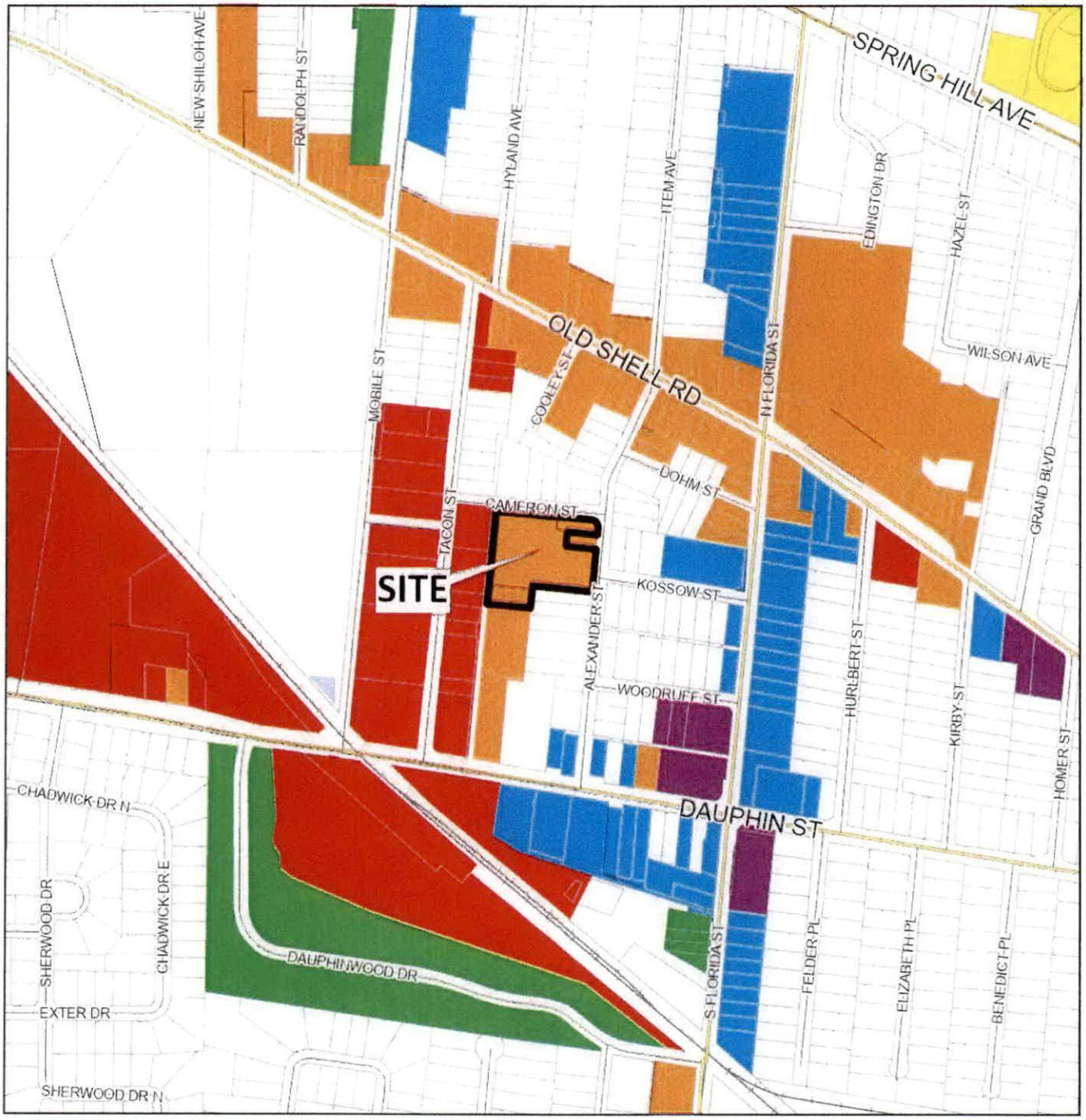
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public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

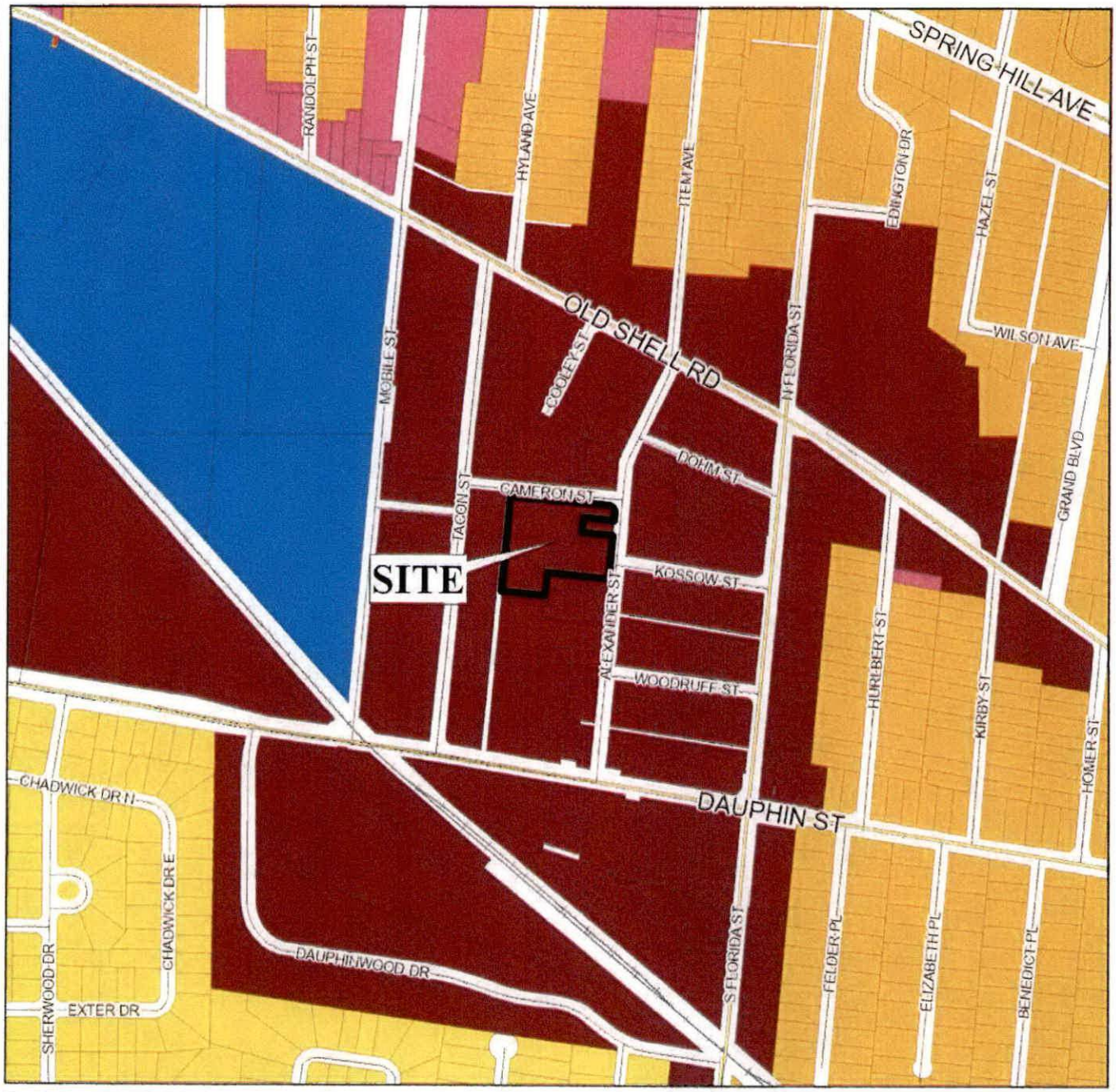
APPLICANT EBM Midtown Subdivision, Resubdivision of Lot A

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

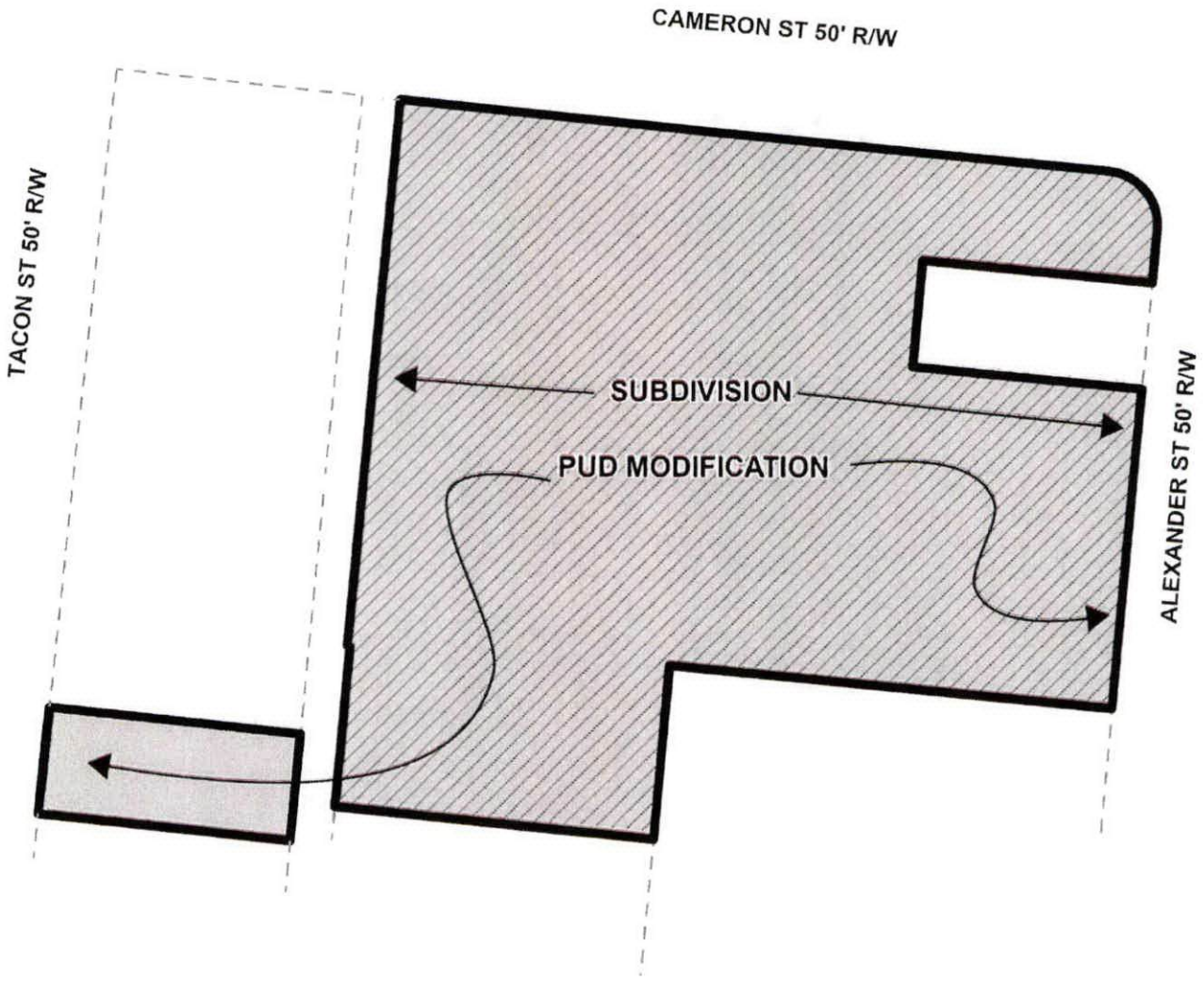
REQUEST Subdivision, PUD Modification

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

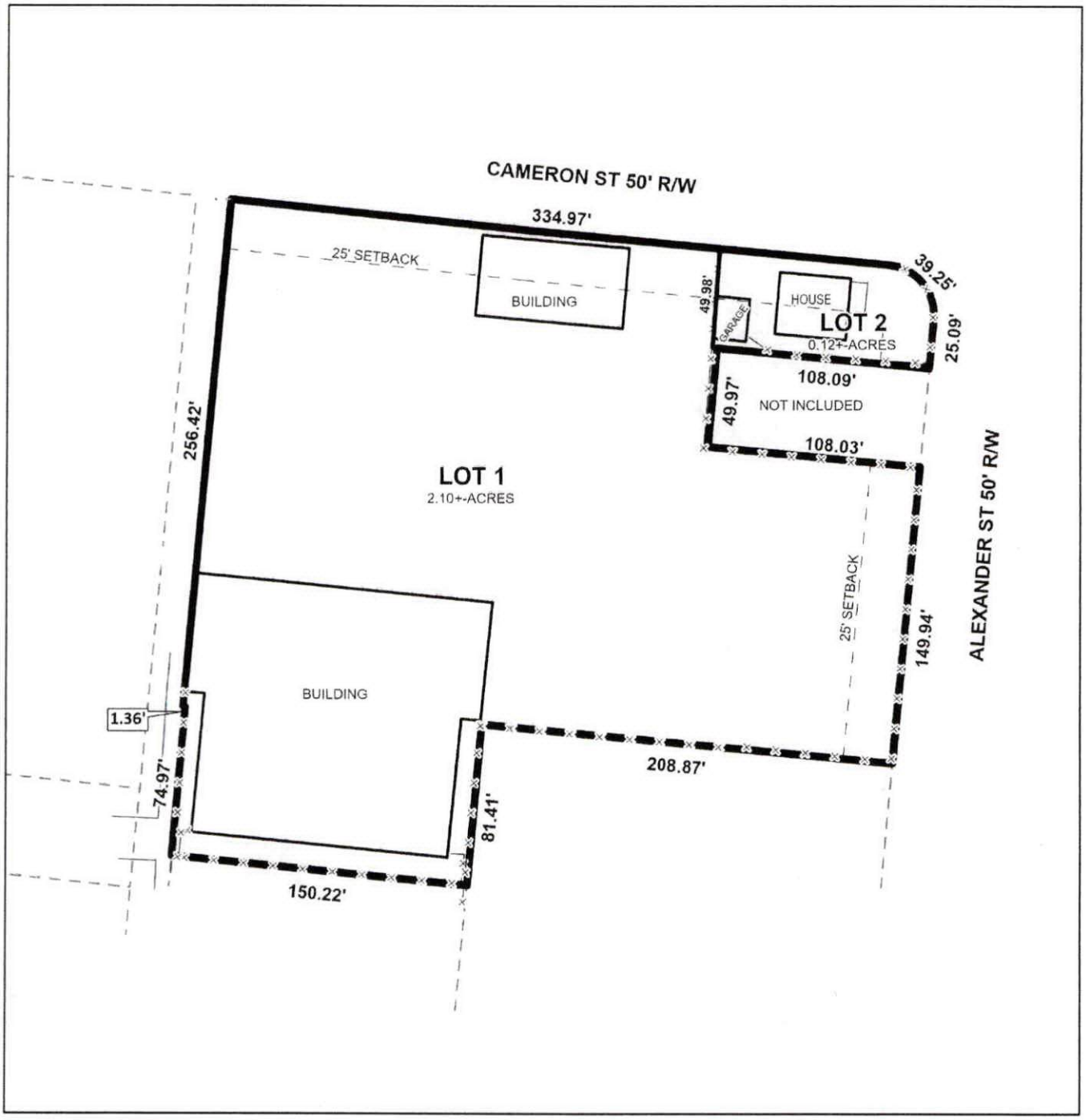
APPLICANT EBM Midtown Subdivision, Resubdivision of Lot A

REQUEST Subdivision, PUD Modification

N

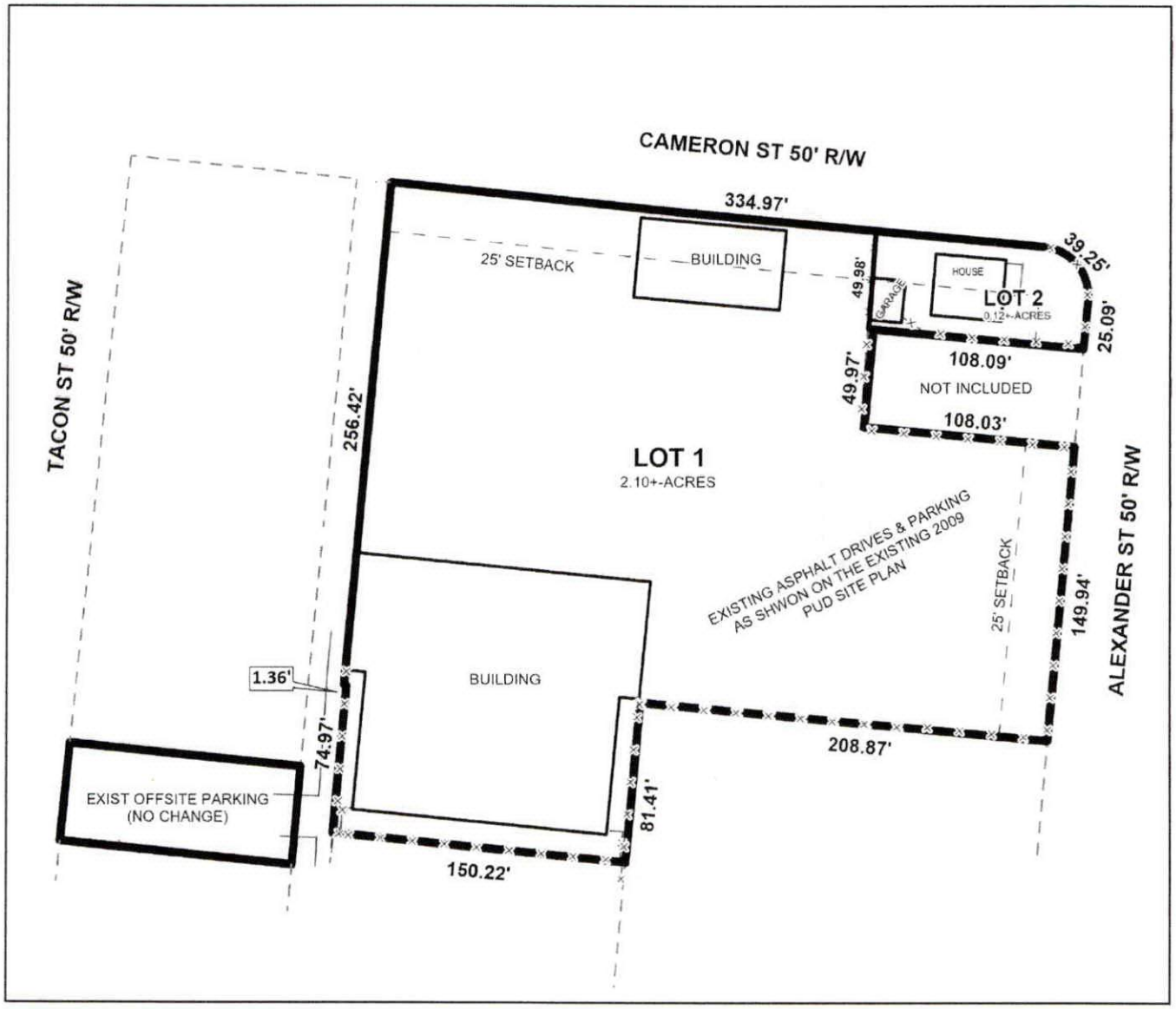
NTS

# 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<br>APPLICANT EBM Midtown Subdivision, Resubdivision of Lot A<br>REQUEST Subdivision, PUD Modification | N<br>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:**9/5/2023

**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.

**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.

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**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 .

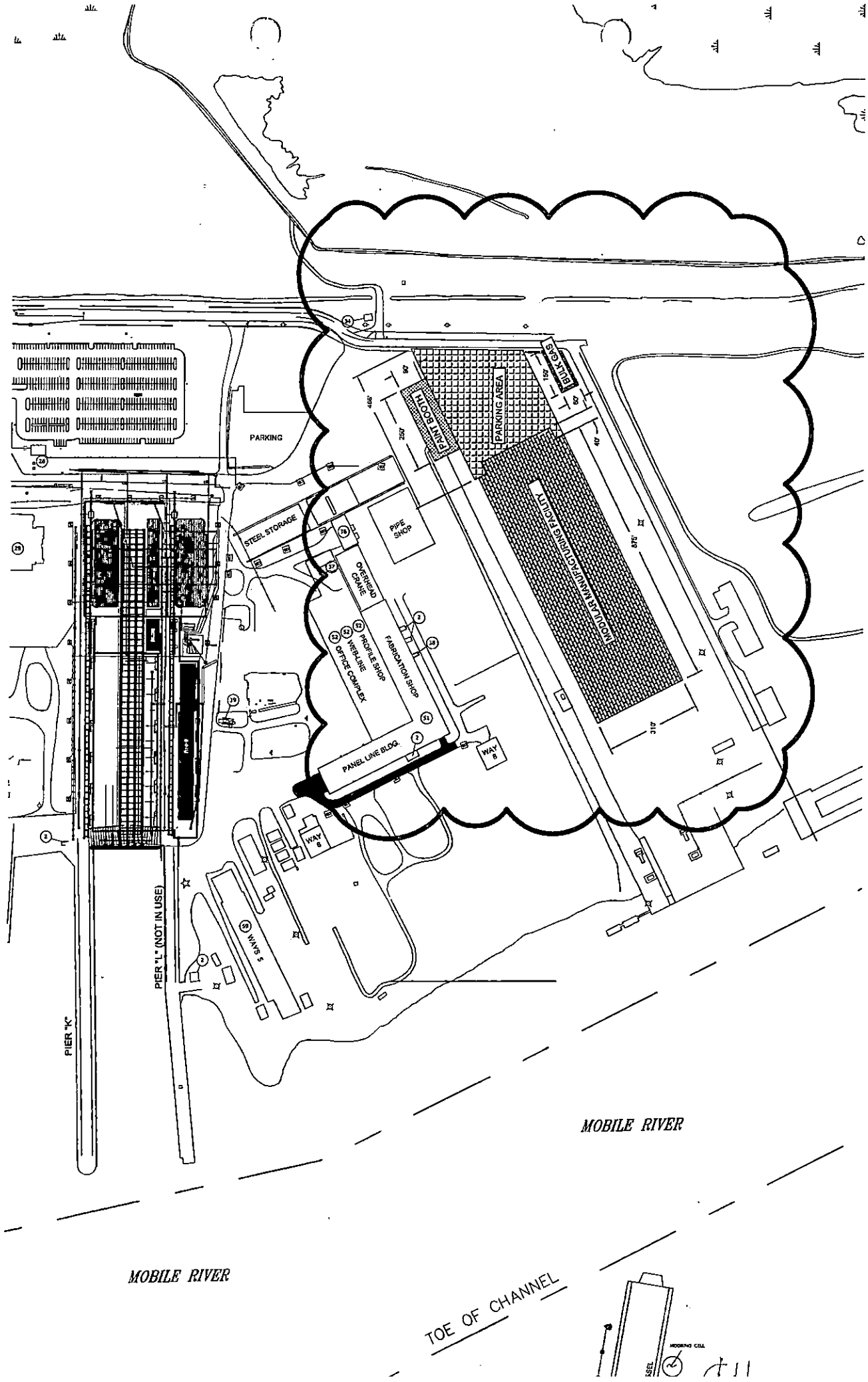
8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

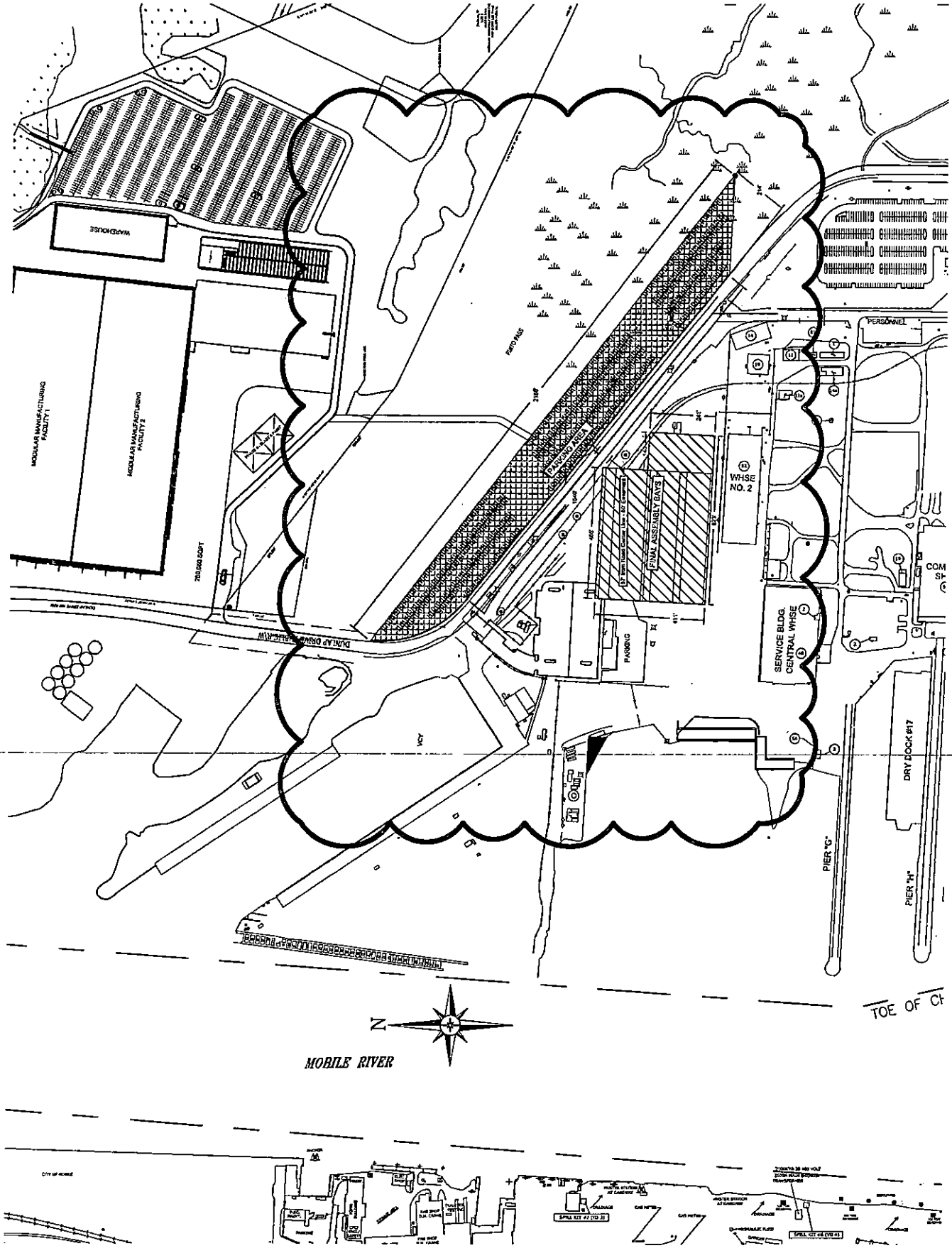
Austal employees skilled labor and professionals.

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
WHSE NO. 2
FINAL ASSEMBLY BAYS
PARKING
SERVICE BLDG CENTRAL WHSE
PERSONNEL
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

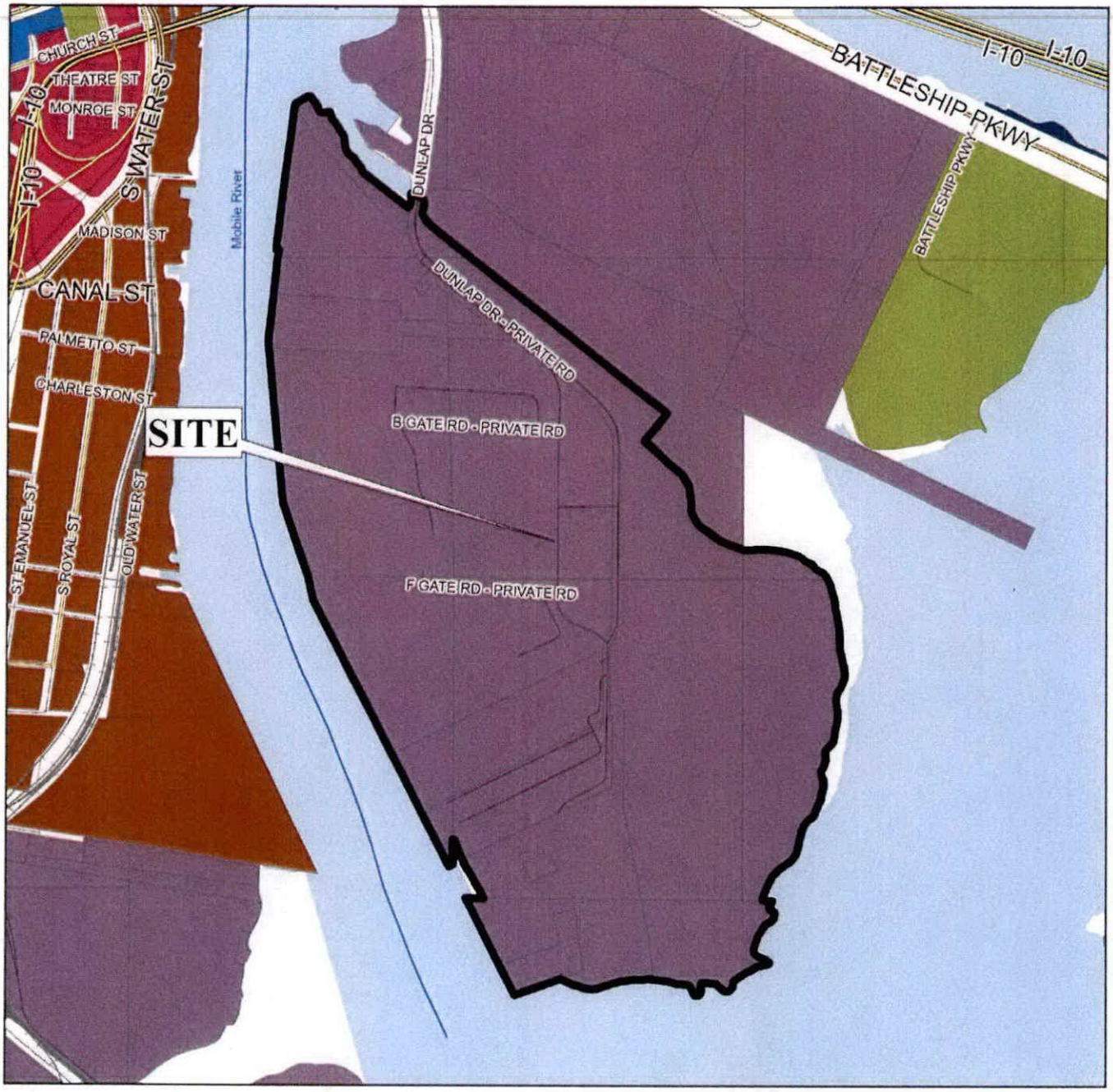
APPLICANT Pinto Island Industrial Park Subdivision

REQUEST PUD Modification

N

NTS

# FLUM LOCATOR MAP




APPLICATION NUMBER 8 DATE July 20, 2023

APPLICANT Pinto Island Industrial Park Subdivision

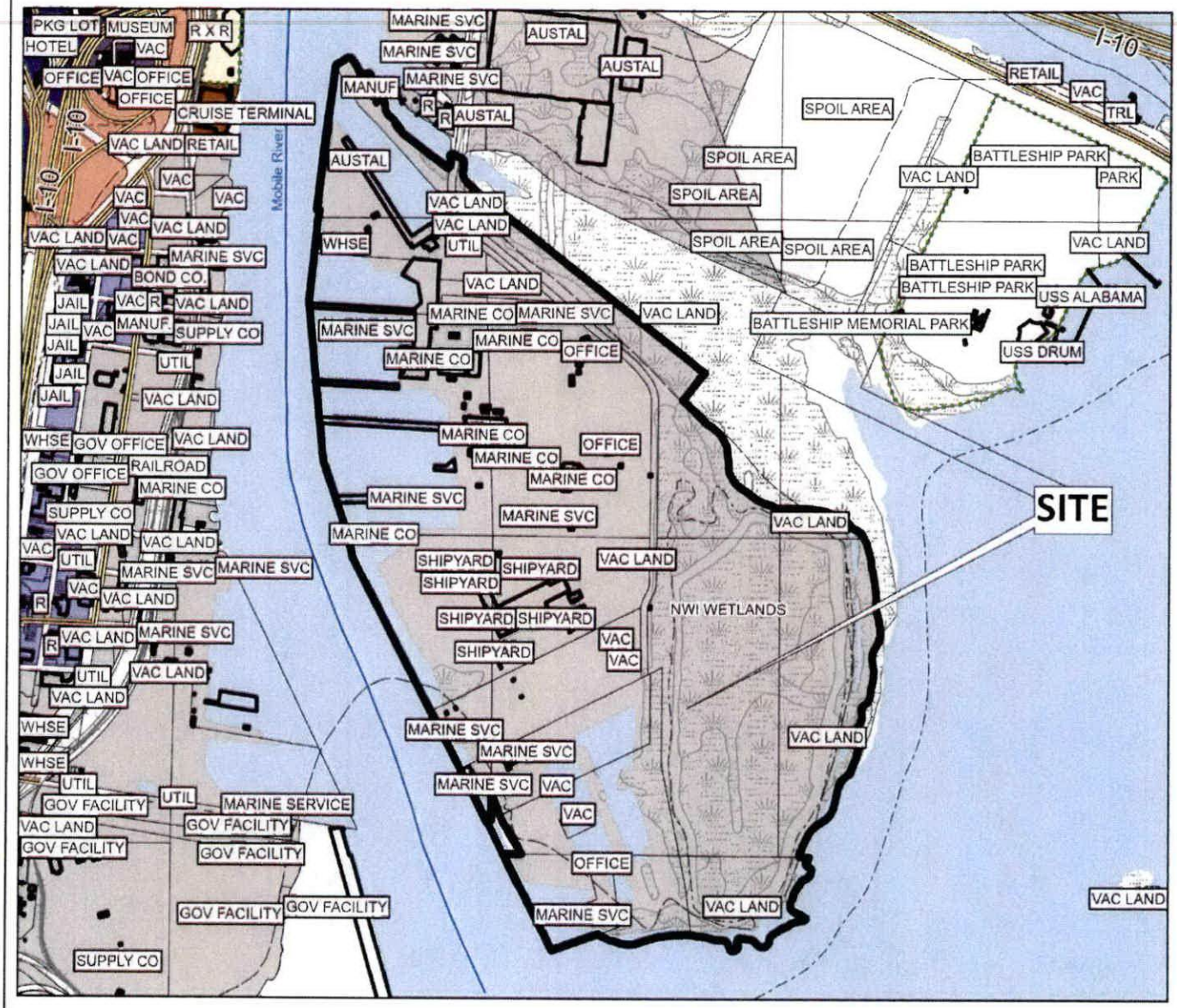
REQUEST PUD Modification

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

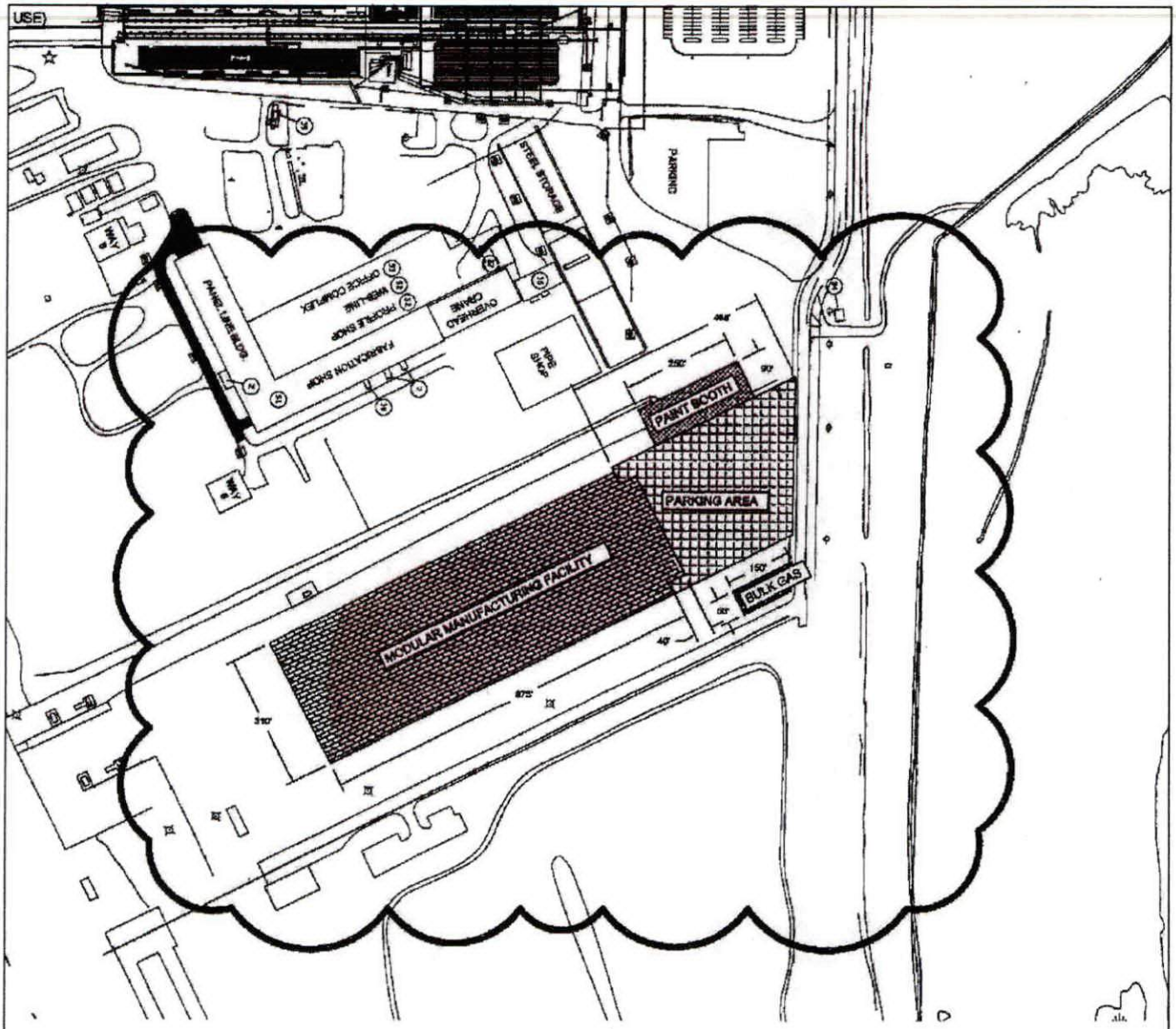
REQUEST PUD Modification

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

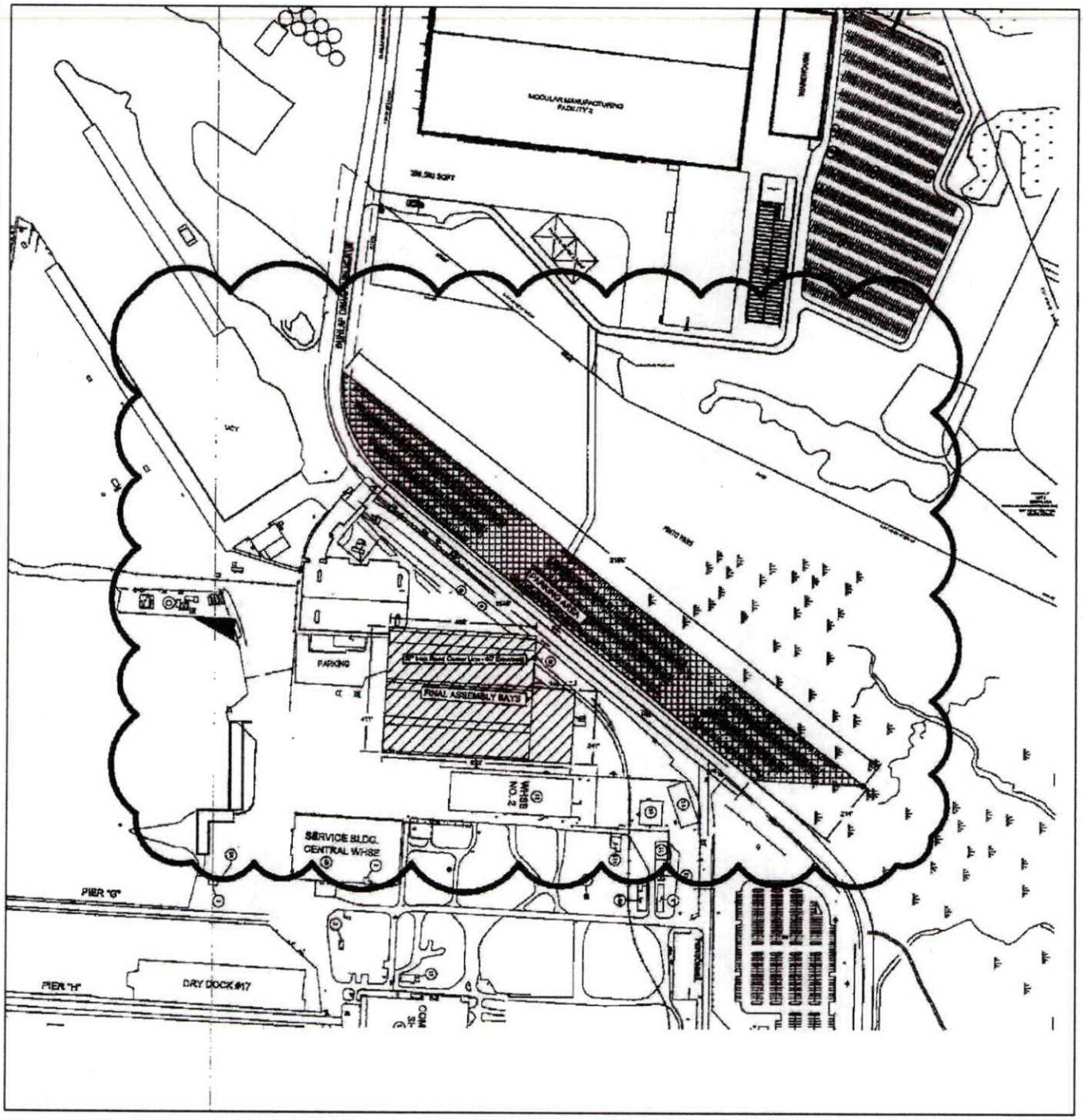
APPLICANT Pinto Island Industrial Park Subdivision

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:**9/5/2023

**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 | 8/31/2023 - 1:31 PM |

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

**Submitted by:**

Donna Bryars, Comptroller

**Sponsored by:**

Councilmember Cory Penn

**Purpose and Scope of Project:**

Funds will be used to assist with 120 Years of Services celebration.

**Amount of Contract:**

$1,200.00

**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 - DUMAS WESLEY COMMUNITY CENTER | Cover Memo | 8/28/2023 |

**REVIEWERS:**

| Department Reviewer | Action | Date |
|---|---|---|
| Accounting Baxter, Tracy | Approved | 8/28/2023 - 10:26 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 **$1,200.00** to Dumas Wesley Community Center, from his discretionary funds*; and

WHEREAS, *Dumas Wesley Community Center,* 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 Dumas Wesley Community Center*, will be used to assist 120 Years of Services of celebration,* 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 **$1,200.00** to Dumas Wesley Community Center, 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:**9/5/2023

**Submitted by:**

DONNA G. BRYARS, COMPTROLLER

**Sponsored by:**

COUNCILMEMBER CORY PENN

**Purpose and Scope of Project:**

FUNDS WILL BE USED TO ASSIST WITH SPONSORING THE LEFLORE FOOTBALL TEAM.

**Amount of Contract:**

$2,200.00

**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 - JOHN L. LEFLORE MAGNET HIGH SCHOOL | Cover Memo | 8/28/2023 |

**REVIEWERS:**

| Department Reviewer | Action | Date |
|---|---|---|
| Accounting Green, Vi | Approved | 8/28/2023 - 9:28 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 **$2,200.00** to John L. LeFlore Magnet High School, from his discretionary funds*; and

WHEREAS, *John L. LeFlore Magnet High School,* is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *John L. LeFlore Magnet High School will be used to assist with sponsoring the LeFlore Football Team,* 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 **$2,200.00** to John L. LeFlore Magnet High School 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:**9/5/2023

**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:**9/5/2023

**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:**9/5/2023

**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:**9/5/2023

**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<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604 | Acct No:<br>1000.40.20.2070.2050.2070.0000.0000.45020.<br>Review:<br>Buyer: 9105neej<br>Status: Approved Page 1 |

| Vendor | Ship To |
|---|---|
| PETROLEUM TRADERS CORPORATION<br>7120 POINTE INVERNESS WAY<br><br>FORT WAYNE, IN 46804<br><br>Tel#800-348-3705<br>Fax 260-203-3820 | MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>AGEET@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>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<br>---<br>BID #5624. | | | |
| 001 | FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.<br>Vendor Item<br>Inventory Item/Loc 14054 | 8200.00<br>GALLON | 2.69000 | 22058.00 |
| | 1 1000.40.20.2070.2050.2070.0000.0000.45020. | | | 22058.00 |
| | Ship To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br>MOBILE, AL 36604<br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br>MOBILE, AL 36604 | | | |
| 002 | MARGIN PRICE<br>Vendor Item<br>Inventory Item/Loc 7982 | 8200.00<br>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<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604 | Acct No:<br>1000.40.20.2070.2050.2070.0000.0000.45020.<br>Review:<br>Buyer: 9105neej<br>Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| PETROLEUM TRADERS CORPORATION<br>7120 POINTE INVERNESS WAY<br><br>FORT WAYNE, IN 46804<br><br>Tel#800-348-3705<br>Fax 260-203-3820 | MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>AGEET@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>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<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604 | Acct No:<br>1000.40.20.2070.2050.2070.0000.0000.45020.<br>Review:<br>Buyer: 9105neej<br>Status: Approved Page 3 |

| Vendor | Ship To |
|---|---|
| PETROLEUM TRADERS CORPORATION<br>7120 POINTE INVERNESS WAY<br><br>FORT WAYNE, IN 46804<br><br>Tel#800-348-3705<br>Fax 260-203-3820 | MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>AGEET@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>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<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604 | Acct No:<br>1000.40.20.2070.2050.2070.0000.0000.45020.<br>Review:<br>Buyer: 9105neej<br>Status: Approved Page 1 |

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| 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<br>---<br>BID #5624. | | | |
| 001 | FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.<br>Vendor Item<br>Inventory Item/Loc 14054 | 8200.00 GALLON | 2.69000 | 22058.00 |
| | 1 1000.40.20.2070.2050.2070.0000.0000.45020. | | | 22058.00 |
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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 *****

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| Bill To | Requisition 00014463-00 FY 2023 |
|---|---|
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|---|---|---|---|---|---|
| 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 |

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| | General Notes | | | |
| | BID #5624. | | | |
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| | 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<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604 | Acct No:<br>1000.40.20.2070.2050.2070.0000.0000.45020.<br>Review:<br>Buyer: 9105neej<br>Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| PETROLEUM TRADERS CORPORATION<br>7120 POINTE INVERNESS WAY<br><br>FORT WAYNE, IN 46804<br><br>Tel#800-348-3705<br>Fax 260-203-3820 | MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>AGEET@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>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 00014464-00 FY 2023 |
|---|---|
| MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604 | Acct No:<br>1000.40.20.2070.2050.2070.0000.0000.45020.<br>Review:<br>Buyer: 9105neej<br>Status: Approved Page 3 |

| Vendor | Ship To |
|---|---|
| PETROLEUM TRADERS CORPORATION<br>7120 POINTE INVERNESS WAY<br><br>FORT WAYNE, IN 46804<br><br>Tel#800-348-3705<br>Fax 260-203-3820 | MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>AGEET@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>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<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604 | Acct No:<br>1000.40.20.2070.2050.2070.0000.0000.45020.<br>Review:<br>Buyer: 9105neej<br>Status: Approved Page 1 |

| Vendor | Ship To |
|---|---|
| PETROLEUM TRADERS CORPORATION<br>7120 POINTE INVERNESS WAY<br><br>FORT WAYNE, IN 46804<br><br>Tel#800-348-3705<br>Fax 260-203-3820 | MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>AGEET@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>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<br>---<br>BID #5624. | | | |
| 001 | FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.<br>Vendor Item<br>Inventory Item/Loc 14054 | 8200.00<br>GALLON | 2.69000 | 22058.00 |
| | 1 1000.40.20.2070.2050.2070.0000.0000.45020. | | | 22058.00 |
| | Ship To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br>MOBILE, AL 36604<br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br>MOBILE, AL 36604 | | | |
| 002 | MARGIN PRICE<br>Vendor Item<br>Inventory Item/Loc 7982 | 8200.00<br>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<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604 | Acct No:<br>1000.40.20.2070.2050.2070.0000.0000.45020.<br>Review:<br>Buyer: 9105neej<br>Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| PETROLEUM TRADERS CORPORATION<br>7120 POINTE INVERNESS WAY<br><br>FORT WAYNE, IN 46804<br><br>Tel#800-348-3705<br>Fax 260-203-3820 | MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>AGEET@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>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<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604 | Acct No:<br>1000.40.20.2070.2050.2070.0000.0000.45020.<br>Review:<br>Buyer: 9105neej<br>Status: Approved Page 3 |

| Vendor | Ship To |
|---|---|
| PETROLEUM TRADERS CORPORATION<br>7120 POINTE INVERNESS WAY<br><br>FORT WAYNE, IN 46804<br><br>Tel#800-348-3705<br>Fax 260-203-3820 | MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>AGEET@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>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 | 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 00014467-00 FY 2023 |
|---|---|
| MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604 | Acct No:<br>1000.40.20.2070.2050.2070.0000.0000.45020.<br>Review:<br>Buyer: 9105neej<br>Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| PETROLEUM TRADERS CORPORATION<br>7120 POINTE INVERNESS WAY<br><br>FORT WAYNE, IN 46804<br><br>Tel#800-348-3705<br>Fax 260-203-3820 | MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>AGEET@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>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<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604 | Acct No:<br>1000.40.20.2070.2050.2070.0000.0000.45020.<br>Review:<br>Buyer: 9105neej<br>Status: Approved Page 3 |

| Vendor | Ship To |
|---|---|
| PETROLEUM TRADERS CORPORATION<br>7120 POINTE INVERNESS WAY<br><br>FORT WAYNE, IN 46804<br><br>Tel#800-348-3705<br>Fax 260-203-3820 | MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>AGEET@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>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<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604 | Acct No:<br>1000.40.20.2070.2050.2070.0000.0000.45020.<br>Review:<br>Buyer: 9105neej<br>Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| PETROLEUM TRADERS CORPORATION<br>7120 POINTE INVERNESS WAY<br><br>FORT WAYNE, IN 46804<br><br>Tel#800-348-3705<br>Fax 260-203-3820 | MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>AGEET@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>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<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604 | Acct No:<br>1000.40.20.2070.2050.2070.0000.0000.45020.<br>Review:<br>Buyer: 9105neej<br>Status: Approved Page 3 |

| Vendor | Ship To |
|---|---|
| PETROLEUM TRADERS CORPORATION<br>7120 POINTE INVERNESS WAY<br><br>FORT WAYNE, IN 46804<br><br>Tel#800-348-3705<br>Fax 260-203-3820 | MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>AGEET@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>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<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604 | Acct No:<br>1000.40.20.2070.2050.2070.0000.0000.45020.<br>Review:<br>Buyer: 9105neej<br>Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| PETROLEUM TRADERS CORPORATION<br>7120 POINTE INVERNESS WAY<br><br>FORT WAYNE, IN 46804<br><br>Tel#800-348-3705<br>Fax 260-203-3820 | MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>AGEET@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>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<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604 | Acct No:<br>1000.40.20.2070.2050.2070.0000.0000.45020.<br>Review:<br>Buyer: 9105neej<br>Status: Approved Page 3 |

| Vendor | Ship To |
|---|---|
| PETROLEUM TRADERS CORPORATION<br>7120 POINTE INVERNESS WAY<br><br>FORT WAYNE, IN 46804<br><br>Tel#800-348-3705<br>Fax 260-203-3820 | MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>AGEET@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>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<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604 | Acct No:<br>1000.40.20.2070.2050.2070.0000.0000.45020.<br>Review:<br>Buyer: 9105neej<br>Status: Approved Page 1 |

| Vendor | Ship To |
|---|---|
| PETROLEUM TRADERS CORPORATION<br>7120 POINTE INVERNESS WAY<br><br>FORT WAYNE, IN 46804<br><br>Tel#800-348-3705<br>Fax 260-203-3820 | MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>AGEET@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>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<br>---<br>AL STATE CONTRACT 180000000002-999-2 | | | |
| 001 | DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.<br>Vendor Item<br>Inventory Item/Loc 5295 | 7500.00<br>GALLON | 3.39000 | 25425.00 |
| | 1 1000.40.20.2070.2050.2070.0000.0000.45020. | | | 25425.00 |
| | Ship To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br>MOBILE, AL 36604<br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br>MOBILE, AL 36604 | | | |
| 002 | MARGIN PRICE<br>Vendor Item<br>Inventory Item/Loc 7982 | 7500.00<br>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<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604 | Acct No:<br>1000.40.20.2070.2050.2070.0000.0000.45020.<br>Review:<br>Buyer: 9105neej<br>Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| PETROLEUM TRADERS CORPORATION<br>7120 POINTE INVERNESS WAY<br><br>FORT WAYNE, IN 46804<br><br>Tel#800-348-3705<br>Fax 260-203-3820 | MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>AGEET@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>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<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604 | Acct No:<br>1000.40.20.2070.2050.2070.0000.0000.45020.<br>Review:<br>Buyer: 9105neej<br>Status: Approved Page 3 |

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

BID CONTINUATION SHEET

Page_____ of _____

| 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.

BID CONTINUATION SHEET

Page _____ of _____

| 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 |



**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:**9/5/2023

**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<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>6060.70.00.0000.0000.0000.0000.0000.45020.<br>Review:<br>Buyer: 9105neej<br>Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| PETROLEUM TRADERS CORPORATION<br>7120 POINTE INVERNESS WAY<br><br>FORT WAYNE, IN 46804<br><br>Tel#800-348-3705<br>Fax 260-203-3820 | WAVE TRANSIT<br>1224 WEST I-65 ROAD SOUTH<br><br>MOBILE, AL 36609<br>VILATER.GREEN@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>VILATER GREEN<br><br>Deliver To<br>WAVE TRANSIT<br>1224 WEST I-65 ROAD SOUTH<br><br>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 |
| 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 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:**9/5/2023

**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<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.47120.<br>Review:<br>Buyer:<br>Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| AUTONATION FORD MOBILE<br>901 E I-65 SERVICE RD S<br><br>MOBILE, AL 36606<br><br>Tel#251-478-3351<br>Fax 251-643-1244 | FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br><br>MOBILE, AL 36607<br>RICHARDSONV@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>VICTORIA RICHARDSON<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br><br>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 | |
|---|---|---|---|---|---|---|
| | | | Dollars | Cents | Dollars | Cents |

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

Appx 1-3

## 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.



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 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:**9/5/2023

**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<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604 | Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.42150.<br>Review:<br>Buyer: 9105paij<br>Status: Approved |



| Vendor | Ship To |
|---|---|
| MCKINNEY PETROLEUM EQUIPMENT<br>P O BOX 9099<br><br>MOBILE, AL 36691<br><br>Tel#251-661-8800<br>Fax 251-661-8821 | MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>AGEET@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>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<br>Additional Description Notes<br>---<br>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. | 1.00<br>EACH | 79097.40000 | 79097.40 |
| 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<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604 | Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.42150.<br>Review:<br>Buyer: 9105paij<br>Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| MCKINNEY PETROLEUM EQUIPMENT<br>P O BOX 9099<br><br>MOBILE, AL 36691<br><br>Tel#251-661-8800<br>Fax 251-661-8821 | MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>AGEET@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>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<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br>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.

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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:**9/5/2023

**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<br>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 | 1.00<br>EACH | 11438.00000 | 11438.00 |
| | 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.<br>E G-ARF .CAPEQUIPMT. . | | | 11438.00 |
| | Ship To<br>GRANTS ADMINISTRATION<br>205 GOVERNMENT STREET<br>4TH FLOOR SOUTH TOWER ROOM 454<br>MOBILE, AL 36644<br>Delivery Reference<br>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<br>GRANTS ADMINISTRATION<br>205 GOVERNMENT STREET<br>4TH FLOOR SOUTH TOWER ROOM 454<br>MOBILE, AL 36644 | | | |
| 002 | COMPACTION-CO109-145-245IP-265XP-34<br>5IP HOPPER/DOGHOUSE-MAGNETIC DOOR<br>INTERLOCK SWITCH-MOUNTED | 2.00<br>EACH | 306.00000 | 612.00 |
| | 1 5032.70.00.0000.0000.0000.0000.0000.47010.<br>E G-ARF .CAPEQUIPMT. . | | | 612.00 |
| | Ship To<br>GRANTS ADMINISTRATION<br>205 GOVERNMENT STREET<br>4TH FLOOR SOUTH TOWER ROOM 454<br>MOBILE, AL 36644<br>Delivery Reference<br>M. THULL/T. BAXTER | | | |
| | Deliver To<br>GRANTS ADMINISTRATION<br>205 GOVERNMENT STREET<br>4TH FLOOR SOUTH TOWER ROOM 454<br>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<br>GRANTS ADMINISTRATION<br>205 GOVERNMENT STREET<br>4TH FLOOR SOUTH TOWER ROOM 454<br>MOBILE, AL 36644<br>Delivery Reference<br>M. THULL/T. BAXTER | | | |
| | Deliver To<br>GRANTS ADMINISTRATION<br>205 GOVERNMENT STREET<br>4TH FLOOR SOUTH TOWER ROOM 454<br>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<br>GRANTS ADMINISTRATION<br>205 GOVERNMENT STREET<br>4TH FLOOR SOUTH TOWER ROOM 454<br>MOBILE, AL 36644<br>Delivery Reference<br>M. THULL/T. BAXTER<br><br>Deliver To<br>GRANTS ADMINISTRATION<br>205 GOVERNMENT STREET<br>4TH FLOOR SOUTH TOWER ROOM 454<br>MOBILE, AL 36644 | | | |
| 005 | COMPACTION -<br>CO244-145-245-265WP-245IP<br>HOPPER/DOGHOUSE-EXTRA DOOR FOR<br>DOGHOUSE | 1.00<br>EACH | 520.00000 | 520.00 |
| | 1 5302.30.15.0000.0000.1530.0000.0000.47010.<br>E G-ARF .CAPEQUIPMT. . | | | 520.00 |
| | Ship To<br>GRANTS ADMINISTRATION<br>205 GOVERNMENT STREET<br>4TH FLOOR SOUTH TOWER ROOM 454<br>MOBILE, AL 36644<br>Delivery Reference<br>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 | 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<br>GRANTS ADMINISTRATION<br>205 GOVERNMENT STREET<br>4TH FLOOR SOUTH TOWER ROOM 454<br>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.<br>E G-ARF .CAPEQUIPMT. . | | | .00 |
| | Ship To<br>GRANTS ADMINISTRATION<br>205 GOVERNMENT STREET<br>4TH FLOOR SOUTH TOWER ROOM 454<br>MOBILE, AL 36644<br>Delivery Reference<br>M. THULL/T. BAXTER | | | |
| | Deliver To<br>GRANTS ADMINISTRATION<br>205 GOVERNMENT STREET<br>4TH FLOOR SOUTH TOWER ROOM 454<br>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<br>GRANTS ADMINISTRATION<br>205 GOVERNMENT STREET<br>4TH FLOOR SOUTH TOWER ROOM 454<br>MOBILE, AL 36644<br>Delivery Reference<br>M. THULL/T. BAXTER<br><br>Deliver To<br>GRANTS ADMINISTRATION<br>205 GOVERNMENT STREET<br>4TH FLOOR SOUTH TOWER ROOM 454<br>MOBILE, AL 36644 | | | |
| 009 | COMPACTION - VAF-STAT-4 MULTICYCLE<br>TIMER-FACTORY SET OF 2 CYCLES | 1.00<br>EACH | 0.00000 | 0.00 |
| 1 | 5032.70.00.0000.0000.0000.0000.0000.47010.<br>E G-ARF .CAPEQUIPMT. . | | | .00 |
| | Ship To<br>GRANTS ADMINISTRATION<br>205 GOVERNMENT STREET<br>4TH FLOOR SOUTH TOWER ROOM 454<br>MOBILE, AL 36644<br>Delivery Reference<br>M. THULL/T. BAXTER<br><br>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 |
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| 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<br>205 GOVERNMENT STREET<br>4TH FLOOR SOUTH TOWER ROOM 454<br>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.<br>E G-ARF .CAPEQUIPMT. . | | | .00 |
| | Ship To<br>GRANTS ADMINISTRATION<br>205 GOVERNMENT STREET<br>4TH FLOOR SOUTH TOWER ROOM 454<br>MOBILE, AL 36644<br>Delivery Reference<br>M. THULL/T. BAXTER | | | |
| | Deliver To<br>GRANTS ADMINISTRATION<br>205 GOVERNMENT STREET<br>4TH FLOOR SOUTH TOWER ROOM 454<br>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 |
|---|---|
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| 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<br>GRANTS ADMINISTRATION<br>205 GOVERNMENT STREET<br>4TH FLOOR SOUTH TOWER ROOM 454<br>MOBILE, AL 36644<br>Delivery Reference<br>M. THULL/T. BAXTER | | | |
| | Deliver To<br>GRANTS ADMINISTRATION<br>205 GOVERNMENT STREET<br>4TH FLOOR SOUTH TOWER ROOM 454<br>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<br>GRANTS ADMINISTRATION<br>205 GOVERNMENT STREET<br>4TH FLOOR SOUTH TOWER ROOM 454<br>MOBILE, AL 36644<br>Delivery Reference<br>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<br>GRANTS ADMINISTRATION<br>205 GOVERNMENT STREET<br>4TH FLOOR SOUTH TOWER ROOM 454<br>MOBILE, AL 36644 | | | |
| 013 | FREIGHT | 1.00 EACH | 840.97000 | 840.97 |
| | Vendor Item<br>Inventory Item/Loc 14009 | | | |
| 1 | 5032.70.00.0000.0000.0000.0000.0000.47010.<br>E G-ARF .CAPEQUIPMT. . | | | 840.97 |
| | Ship To<br>GRANTS ADMINISTRATION<br>205 GOVERNMENT STREET<br>4TH FLOOR SOUTH TOWER ROOM 454<br>MOBILE, AL 36644<br>Delivery Reference<br>M. THULL/T. BAXTER | | | |
| | Deliver To<br>GRANTS ADMINISTRATION<br>205 GOVERNMENT STREET<br>4TH FLOOR SOUTH TOWER ROOM 454<br>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 |
| | 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 |
|---|---|---|---|---|
| | 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 |
| 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 |
|---|---|---|---|---|

Authorized By: _____ Date: _____
Signature

DocuSign Envelope ID: 5B290E55-F705-4D60-A76E-076252B0B96D



Sourcewell

**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 |
|---|---|
| DocuSigned by: Jeremy Schwartz C0FD2A139D06489... | DocuSigned by: John Defenbaugh let C78BB77820D1461... |
| By: _____ | By: _____ |
| 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:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

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<br>Bid Location<br>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<br>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<br>6525 Morrison Blvd, Ste 300<br>Charlotte, NC 28211<br>JDefenbaugh@wastequip.com<br>704.366.7140 | * |
| 5 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Marya Jenkins, Bid/Contract Specialist<br>841 Meacham Road<br>Statesville, NC 28677<br>MJenkins@wastequip.com<br>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.<br><br>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.<br>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.<br><br>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:<br>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.<br>2. Continue to promote Sourcewell within our existing customer base and expand this offering to newly acquired divisions within Wastequip.<br>3. Continue to improve upon our dealer networks understanding of Sourcewell and how to utilize our Sourcewell contract to gain the competitive advantage.<br>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<br>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.<br>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?<br>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.<br>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.<br>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.<br>2. Wastequip operates facilities that are OSHA compliant.<br>3. Wastequip products offer full compliance with the following American National Standards Institute (ANSI) Standards to ensure consistent quality:<br>ANSI Z245.30 – 2008 Waste Containers-Safety Requirements and Z245.60-2008 Waste Containers-Compatibility Dimensions<br>ANSI Z245.2-2013 Stationary Compactors and Z245.5-2013 Baling Equipment<br>ANSI Z245.1 Mobile Wastes and Recyclable Materials Collection<br>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.<br>2019 - Wastequip was recognized by Charlotte Magazine as the Best Company to Work For<br>2019 - Kristin Kinder, Wastequip's VP of Research and Waste Stream Sustainability, was recognized by Waste360 for 40 Under 40.<br>2019 - Henry Retamal, Wastequip's President of Operations, was recognized by Waste360 for 40 Under 40.<br>2018 - Steve Klueg, Wastequip's CFO, was recognized by the Charlotte Business Journal as CFO of the Year.<br>2018 - Rich Sedory, Wastequip's General Council, was recognized by the Charlotte Business Journal as Outstanding General Counsel of the Year.<br>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<br>Houston Galveston Area Council (HGAC): National Co-Operative Contract; $762K; $924K; $1.06 M<br>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:<br>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)<br>Confab Steel Group consists of (3) RSM's that cover the lower US West Coast and Hawaii and (6) CSR's<br>Galbreath Mobile Group consists of (5) RSM's that cover the continental US and Canada and (3) CSR's<br>Amrep Mobile Hoist Group consists of (5) RSM's that cover the continental US and Canada and (8) CSR's<br>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.<br>1. Wastequip/Confab Steel Groups offer approx. fourteen (14) Preferred Dealers who employ sales and service staffs.<br>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.<br>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.<br>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.<br>Our Galbreath Mobile Group dealer network also provides warranty, preventative maintenance, service and repair of equipment assistance.<br>All Wastequip Groups employ division specific engineering staff who are available for specific design projects or technical requirements.<br>Our dealer network and service providers are fully supported by the Wastequip sales, service and warranty teams. | * |

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|---|---|---|---|
| 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.<br>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:<br>Commitment:<br>• We will treat all customers with respect (regardless of size)<br>• We will follow up with customers upon receipt of order to ensure satisfaction<br>• We will resolve any issues quickly<br>Support:<br>• We will provide a dedicated Customer Service Representative (CSR ) for each participating member<br>• We will respond quickly on quotes (same-day response in most cases)<br>• We will provide an order confirmation (within 48 hours in most cases)<br>• 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.<br>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.<br>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.<br>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 * | |
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| 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<br><br>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.<br>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.<br>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.<br>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***<br>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).<br>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.<br>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.<br>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.<br>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.<br>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.<br>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.<br>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.<br>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.<br>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 * | |
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| 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:<br>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.<br>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:<br>1. Plant Tour<br>2. Hydraulics<br>3. Electrical Theory<br>4. Hands-on hydraulic and electrical demonstrations<br>5. Troubleshooting systems<br>6. Application of classroom knowledge to achieve solutions<br>7. Guardian Control System<br>8. ANSI (American National Standards Institute)<br>9. Lock out / tag out procedures<br>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.<br>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.<br>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. | * |

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| 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:<br>• Helping define the future of the waste industry with progressive thinking and leadership<br>• Developing products with consideration for the environmental impact to future generations<br>• Employing a diverse workforce, providing development opportunities and valuing diverse perspectives<br>• Continuing to demonstrate social consciousness so our team members and customers are proud to work for or do business with Wastequip<br><br>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.<br><br>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.<br><br>• 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.<br>• 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.<br>• 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.<br>• 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.<br>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).<br>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.<br>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.<br>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:<br>1. Utilization of teaming partners for specific government set aside project opportunities<br>2 Over-the-road trucking of products to the our municipal/government customers (typically 53 foot trailers) | * |

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| 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.<br>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.<br>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.<br>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 * | |
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| 42 | Do your warranties cover all products, parts, and labor? | Please see attached: 9. RFP 040621 Wastequip Q42 Warranty for full details.<br>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.<br>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.<br>Compaction Products: Yes, Wastequip will reimburse our service providers for their travel time or mileage incurred when performing warranty service.<br>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. | * |

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| 47 | What are your proposed exchange and return programs and policies? | Product Return Policy<br>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.<br>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.<br>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.<br>d) Special order or non-stock items or other Product specified by Wastequip are not eligible for return.<br>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.<br>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.<br>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 * | |
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| 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.<br>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***<br>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.<br>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.<br><br>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 * | |
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| 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.<br>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<br>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<br>Wastequip Compaction products are offered on a product catalog basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Compaction Pricing<br>Galbreath Mobile products are offered on a product catalog basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Galbreath Mobile Pricing<br>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.<br>Wastequip Steel Container Products: Special Market Pricing<br>Confab Steel Container Products: Special Market Pricing<br>Wastequip Compaction Products: 5% to 20% off Catalog List Pricing<br>Galbreath Mobile Products: 5% to 20% off Catalog List Pricing<br>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:<br>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.<br>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.<br>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. | * |

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| 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.<br>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.<br>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.<br>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 |
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| 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***<br>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.<br>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.<br>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:<br>Environmental Containers<br>Front Load Containers<br>Other Large Containers<br>Other Small Containers<br>Rear Load Containers<br>Receiver Containers<br>Roll Off Containers (Rectangle and Tub)<br>Scrap Bins<br>Self Dumping Hoppers<br>Side Load Containers<br>Container Factory Options<br>2. Confab Steel Container product offering consist of the following:<br>Front Load Containers<br>Other Large Containers<br>Other Small Containers<br>Rear Load Containers<br>Receiver Containers<br>Roll Off Containers (Rectangle and Tub)<br>Self Dumping Hoppers<br>Side Load Containers<br>Container Factory Options<br>3. Wastequip Compaction product offering consist of the following:<br>Stationary Compactors<br>Pre-Crusher Compactors<br>Self-Contained Compactors<br>Apartment Compactors<br>Pak-Man Compactors<br>Accu-Pak Compactors<br>Vertical Balers<br>Container Lifters<br>Compaction Factory Options<br>4. Galbreath Mobile product offering consist of the following:<br>Cable Hoists<br>Hook Hoists<br>Container Delivery Units<br>Trail Hoist Trailers<br>Pup Trailers<br>Roll Off Trailers<br>Tarps<br>Mobile Factory Options<br>5. Amrep Mobile product offering consist of the following:<br>Cable Hoists<br>Chain Hoists<br>Pup Trailers<br>Transfer/Pull Trailers<br>Tarps<br>Mobile Factory Options<br>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:<br>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.<br>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.<br>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.<br>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:<br>1. Comparing a Previous Year to Current Year Sales Analysis<br>2. Track and monitor Quote activity<br>3. Continue to emphasis the value and improtance of the Sourcewell contract during sales meetings/calls<br>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.<br>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.<br>Our Galbreath Mobile Group dealer network also provides warranty, preventative maintenance, service and repair of equipment assistance.<br>All Wastequip Groups employ division specific engineering staff who are available for specific design projects or technical requirements.<br>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.<br>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.<br>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**<br>Fri February 19 2021 08:07 AM | ☑ | 1 |
| **Addendum_1_Bulk_Solid_Waste_Equipment_RFP_040621**<br>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:**9/5/2023

**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 | Acct No: |
| | 1000.30.15.1510.1522.1510.0000.0000.44020. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 9105fola |
| vendorinvoices@cityofmobile.org | Status: Approved Page 1 |

| 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 |
|---|---|---|---|---|
| | 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<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>1000.30.15.1510.1522.1510.0000.0000.44020.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| EMERGENCY EQUIPMENT PROFESSIONAL, INC<br>6441 HWY 51 NORTH<br><br>HORN LAKE, MS 38637<br>USA<br>Tel#205-685-8200 | FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br><br>MOBILE, AL 36607<br>RICHARDSONV@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>VICTORIA RICHARDSON<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br><br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607<br>Delivery Reference<br>VICTORIA RICHARDSON<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607<br>Delivery Reference<br>VICTORIA RICHARDSON<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607<br>Delivery Reference<br>VICTORIA RICHARDSON<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| 004 | DRONE, FOTOKITE TETHERED,<br>ACCESSORY AS SPECIFIED: Spare Propeller Kit (full set of 6 propellers) (#10605-001) PER QUOTE 20230706-01 | 2.00<br>EACH | 0.00000 | 0.00 |
| | 1 1000.30.15.1510.1522.1510.0000.0000.44020. | | | .00 |
| | Ship To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607<br>Delivery Reference<br>VICTORIA RICHARDSON<br><br>Deliver To<br>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<br>MOBILE, AL 36607 | | | |
| 005 | FREIGHT | 1.00<br>EACH | 0.00000 | 0.00 |
| | Additional Description Notes<br>---<br>QUOTE 20230706-01<br>Vendor Item<br>Inventory Item/Loc 14009 | | | |
| 1 | 1000.30.15.1510.1522.1510.0000.0000.44020. | | | .00 |
| | Ship To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607<br>Delivery Reference<br>VICTORIA RICHARDSON | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>Purchasing Department<br>205 Government St #408<br>Mobile, Alabama 36602 | ***SHIP TO:*** | City of Mobile<br>Purchasing Department<br>205 Government St #408<br>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 Doug Akin

Print Name Doug Akin

Date 8/31/23

| HGACBuy | CONTRACT PRICING WORKSHEET<br>For MOTOR VEHICLES Only | Contract No.: | FS12-19<br>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.<br>2) Use a single **Form E** for ALL items. Add/Insert additional lines as necessary.<br>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.<br>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.<br>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.<br>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:**9/5/2023

**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<br>PUB WORKS-FLOOD CONTROL<br>770 GAYLE STREET<br>BEFORE 2:30 PM<br>MOBILE, AL 36604 | | | |
| | Deliver To<br>PUB WORKS-FLOOD CONTROL<br>770 GAYLE STREET<br>BEFORE 2:30 PM<br>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**
BEST PRICE SERVICES LLC
7057 FOREST GLEN CT

IRVINGTON, AL 36544

Tel#251-458-0510

**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

| 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<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>1000.40.20.2070.2086.2070.0000.0000.42155.<br>Review:<br>Buyer:<br>Status: Approved Page 3 |

| Vendor | Ship To |
|---|---|
| BEST PRICE SERVICES LLC<br>7057 FOREST GLEN CT<br><br>IRVINGTON, AL 36544<br><br>Tel#251-458-0510 | PUB WORKS-FLOOD CONTROL<br>770 GAYLE STREET<br>BEFORE 2:30 PM<br>MOBILE, AL 36604 |
| | Deliver To<br>PUB WORKS-FLOOD CONTROL<br>770 GAYLE STREET<br>BEFORE 2:30 PM<br>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 | 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 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.

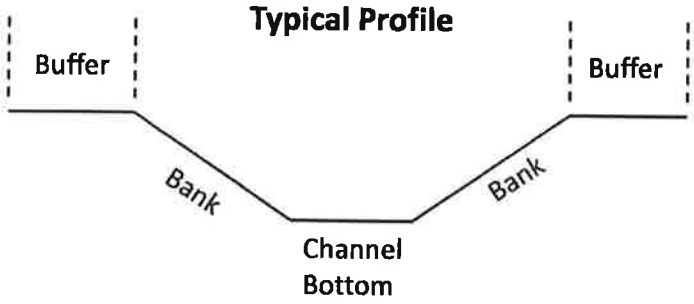
2. Once a contractor has completed all work in the sector, they shall notify Public Services at a telephone number to be provided at Award of contract, who will then send out an inspector. Once the inspector has approved all work in that sector completed, the COM will pay the contractor.
3. The penalty 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



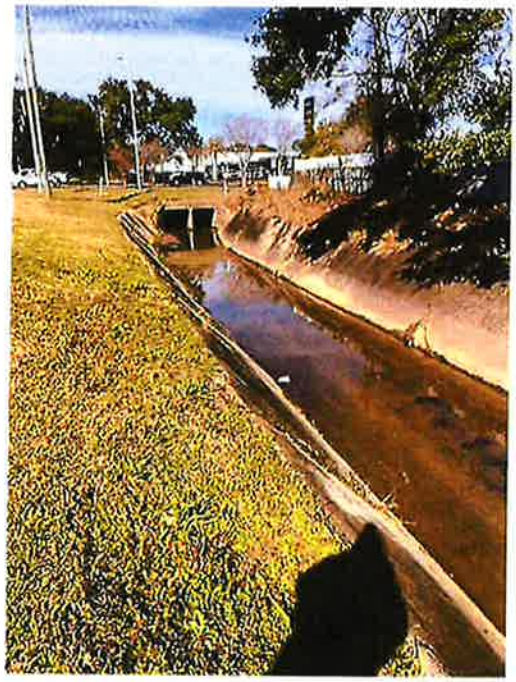
Slope and Bank Obstructions

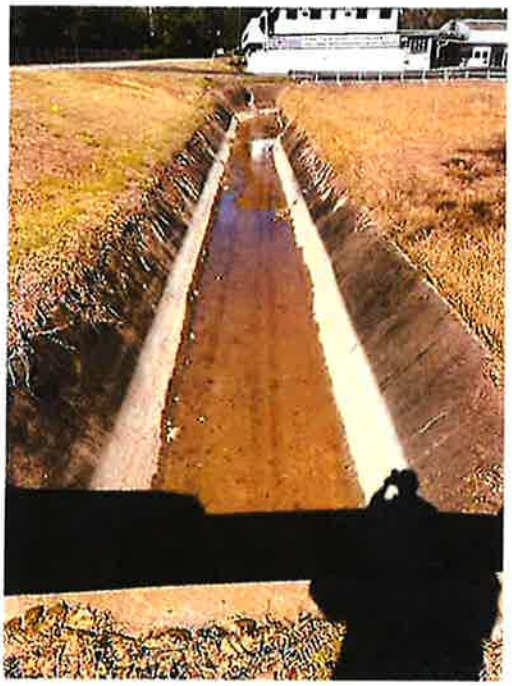




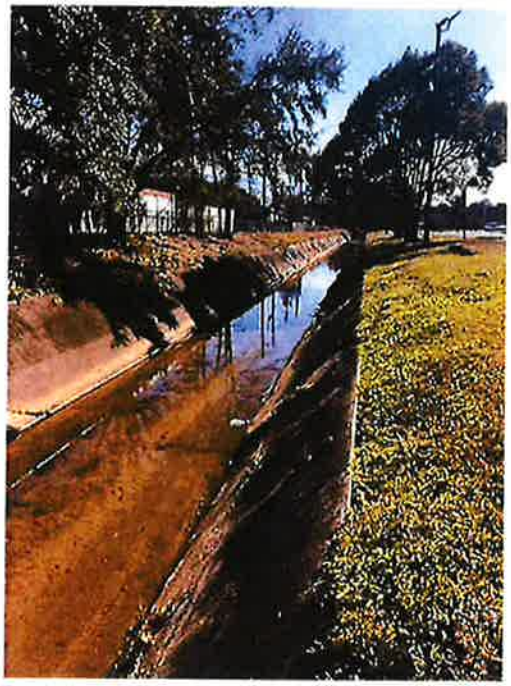
# Trapezoidal Ditch Maintenance Standards

## Expected Condition After Maintenance

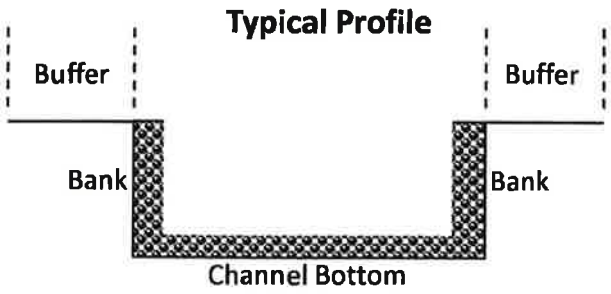








# Gabion Ditch Maintenance Standards

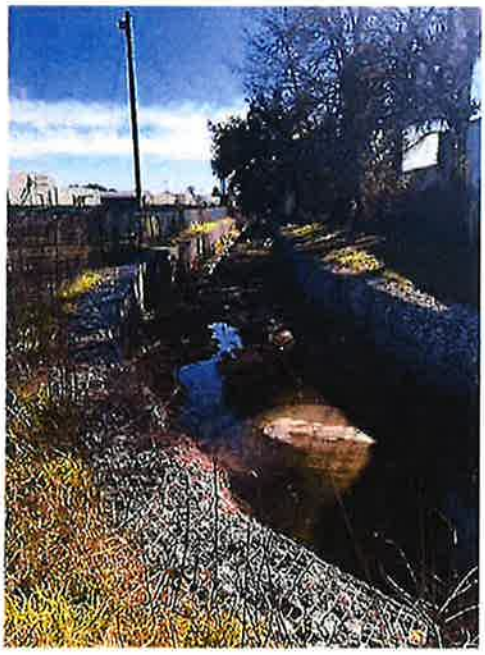



***Note:*** *This profile represents a typical Gabion ditch. Depth and buffer area varies.*

## 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.*

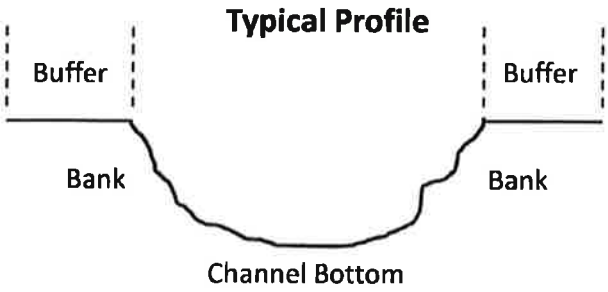




# Gabion Ditch Maintenance Standards

## 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





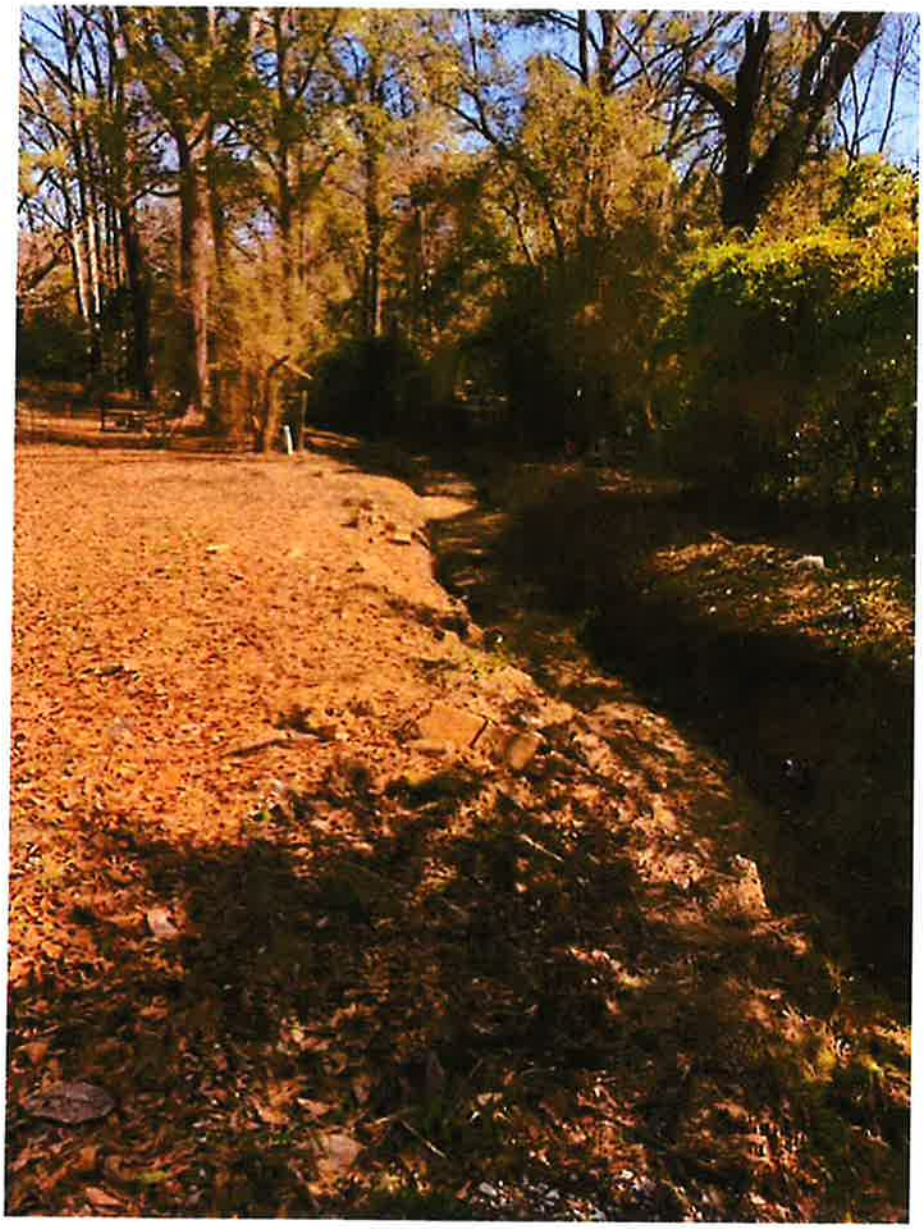


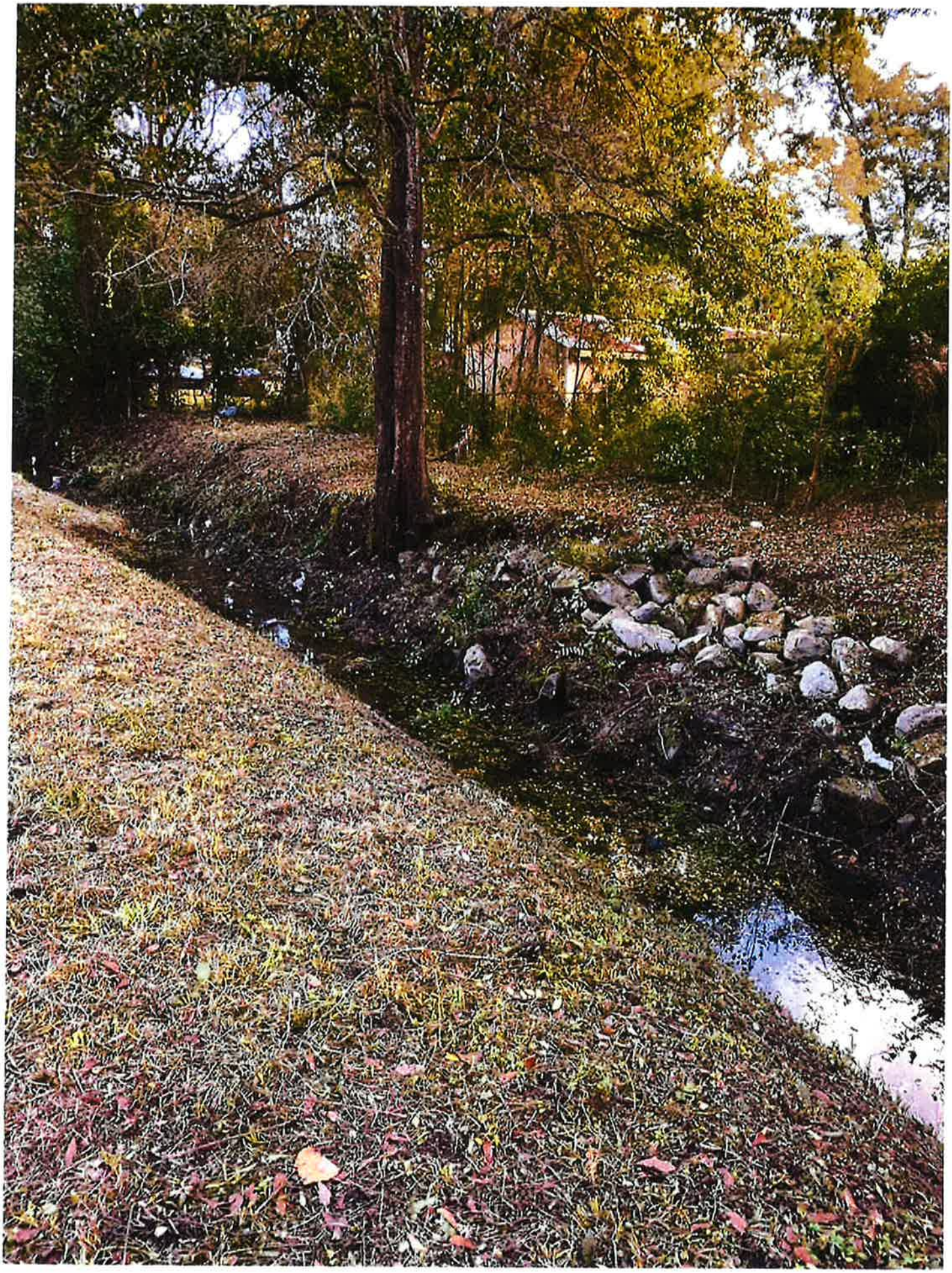




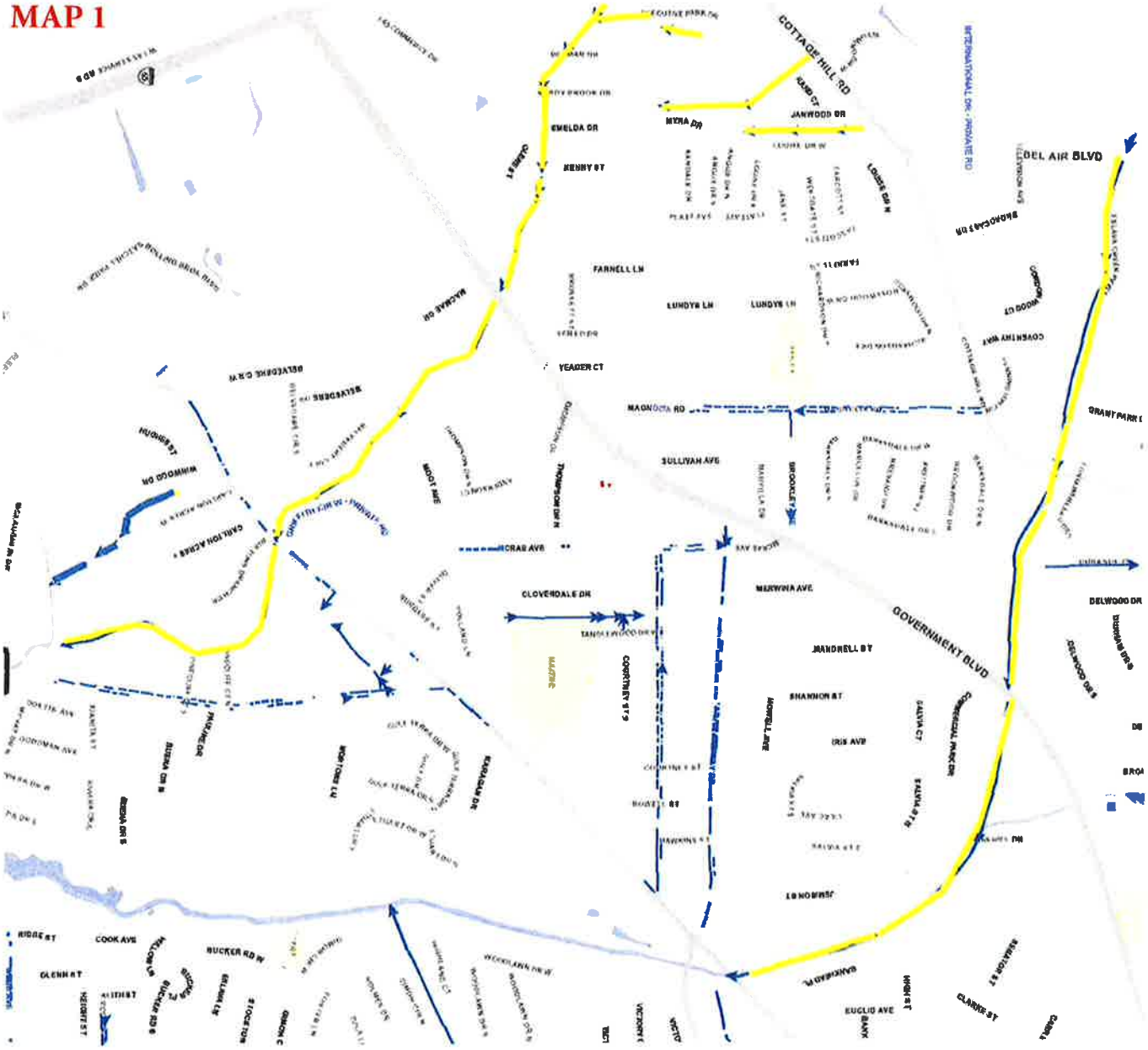








# MAP 1


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
JANDRELL ST
SHANNON ST
IRIS AVE
DELWOOD DR
COOK AVE
BUCKER RD W
GLENN ST
HEIGHT ST
EUCLID AVE
CLARKE ST
MAIN ST
BANK
JANWOOD DR
LOUISE DR N
FARNELL LN
THOMPSON DR N
COURTNEY ST
BROOKLEY DR
MAIN ST
HUGHES ST
WINWOOD DR
CABLEFISH ACRES
PARKVIEW DR
RIVIERA DR N
MONTEREY LN
KARAMAR DR
RIDGE ST
HILLTOP LN
BUCKER RD S
STOCKTON
ORMOND CT
VICTORIA
VICTORIA CT
BAKKEN DR
SHANNON ST
IRIS AVE
SALVIA CT
SALVIA PL
ROSEMARY PL
DELWOOD DR S
GRANT PARK
BROA


COTTAGE HILL RD
PLEASANT VALLEY RD
LAKESIDE DR
MONTLIMAR DR
DOWNTOWNER LOOP S
DOWNTOWNER BLVD
HOLYHEAD
SPRINGDALE

**MAP 2**

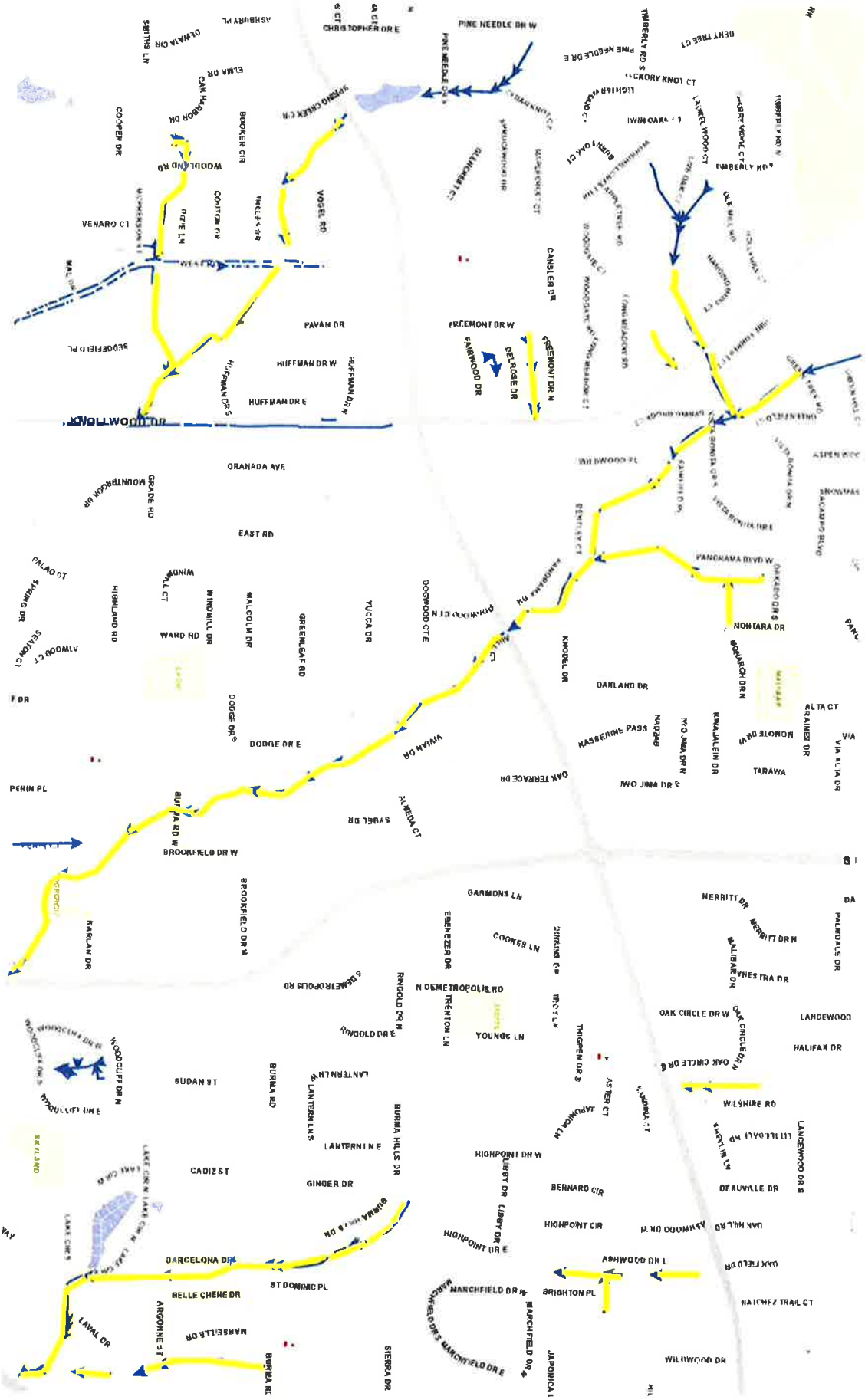

COTTAGE HILL RD
COTTAGE HILL AVE
PACE PKWY
GOVERNMENT BLVD
Huron Lakes Country Club
PLEASANTVALLEY RD
HUDSON DR

**MAP 3**

# MAP 3A


AZALEA RD
PAGE PKWY
GOVERNMENT BLVD
Horse Lakes Country Club
AZALEA RD
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
ESENEZER DR
N DEMETROPOLIS RD
TRENTON LN
YOUNGS LN
RINGOLD DR N
RINGOLD DR E
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 N
LANTERN LN E
BURMA HILLS DR
GINGER DR
CADIZ ST
HIGHPOINT DR W
HIGHPOINT DR E
HIGHPOINT CIR
BERNARD CIR
LIBBY DR
ASHWOOD DR E
ASHWOOD DR W
OAK FIELD DR
NATCHEZ TRAIL CT
WILDWOOD DR
BARCELONA DR
ST DOMINIC PL
BELLE CHENE DR
MARSEILLE DR
ARGONNE ST
LAVAL DR
SIERRA DR
MARCHFIELD DR W
MARCHFIELD DR E
BRIGHTON PL
JAPONICA LN
ASTER CT
TIMBERLY RD S
TIMBERLY RD N
LAUREL WOOD CT
WOODCLIFF DR N
WOODCLIFF DR E
LAKE CIR N
LAKE CIR E
LAKE CIR S
SKYLAND
WAY

# 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:**9/5/2023

**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<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.47120.<br>Review:<br>Buyer:<br>Status: Approved Page 1 |

| Vendor | Ship To |
|---|---|
| TRUCK EQUIPMENT SALES INC<br>4700 RANGELINE RD<br><br>MOBILE, AL 36619<br><br>Tel#251-666-8606<br>Fax 251-666-8676 | MOTOR POOL - ATTN: SEAN CLARK<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>CARTERD@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>DIANE CARTER-MCCARTY<br><br>Deliver To<br>MOTOR POOL - ATTN: SEAN CLARK<br>770 GAYLE STREET<br><br>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<br>FORD F450 CREW CAB WITH GASOLINE<br>ENGINE, DROP SIDES CONTRACTOR DUMP<br>BODY. VENDOR TO PROVIDE 2023 OR<br>NEWER FORD F450 4X2 CREWCAB, CAB<br>AND CHASSIS 16,000 LB GVW,<br>GASOLINE ENGINE WITH KNEPHIDE KDB<br>DS-116-B DROP SIDES CONTRACTOR<br>DUMP BODY AS PER CITY OF MOBIE<br>BID #5831 AND YOUR QUOTE | 3.00<br>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.<br>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<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.47120.<br>Review:<br>Buyer:<br>Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| TRUCK EQUIPMENT SALES INC<br>4700 RANGELINE RD<br><br>MOBILE, AL 36619<br><br>Tel#251-666-8606<br>Fax 251-666-8676 | MOTOR POOL - ATTN: SEAN CLARK<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>CARTERD@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>DIANE CARTER-MCCARTY<br><br>Deliver To<br>MOTOR POOL - ATTN: SEAN CLARK<br>770 GAYLE STREET<br><br>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<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604 | Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.47120.<br>Review:<br>Buyer:<br>Status: Approved Page 1 |

| Vendor | Ship To |
|---|---|
| TRUCK EQUIPMENT SALES INC<br>4700 RANGELINE RD<br><br>MOBILE, AL 36619<br><br>Tel#251-666-8606<br>Fax 251-666-8676 | MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>AGEET@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>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,<br>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.<br>Additional Description Notes<br>---<br>TWO (2) 2023 OR NEWER FORD F450 CREW CAB TRUCKS WITH LANDSCAPE BODY AS SPECIFIED FOR PARKS DEPT. | 2.00<br>EACH | 77150.00000 | 154300.00 |
| 1 | 7000.40.20.0000.0000.2070.0000.0000.47120.<br>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<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604 | Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.47120.<br>Review:<br>Buyer:<br>Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| TRUCK EQUIPMENT SALES INC<br>4700 RANGELINE RD<br><br>MOBILE, AL 36619<br><br>Tel#251-666-8606<br>Fax 251-666-8676 | MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>AGEET@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>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<br>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<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604 | Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.47120.<br>Review:<br>Buyer:<br>Status: Approved Page 3 |

| Vendor | Ship To |
|---|---|
| TRUCK EQUIPMENT SALES INC<br>4700 RANGELINE RD<br><br>MOBILE, AL 36619<br><br>Tel#251-666-8606<br>Fax 251-666-8676 | MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>AGEET@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>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**<br>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.<br>**Chassis:** Make: _____ Model: _____<br>**Body:** Make: _____ Model: _____<br>Provide Literature and Specifications on product bid.<br>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.<br>City desires that the height of the body loaded not to be more than 38 inches from the road surface.<br>Height of truck bed fully loaded above road surface: _____<br>Height of truck bed empty: _____<br>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:<br>**Chassis:** Make: _____ Model: _____<br>**Body:** Make: _____ Model: _____<br>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:**9/5/2023

**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<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>6120.70.15.0000.0000.1510.0000.0000.44020.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 1 |

| Vendor | Ship To |
|---|---|
| VECTOR SOLUTIONS, INC<br>92 CORNERSTONE DR.<br>SUITE 218<br><br>CARY, NC 27519<br>US<br>Tel#8775205521<br>Fax 9198821628 | FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br><br>MOBILE, AL 36607<br>RICHARDSONV@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>VICTORIA RICHARDSON<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br><br>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<br>---<br><br>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<br>Vector Check It - Vehicles<br>Vendor Item | 40.00<br>EACH | 165.57000 | 6622.80 |
| | 1 6120.70.15.0000.0000.1510.0000.0000.44020. | | | 6622.80 |
| | Ship To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607<br>Delivery Reference<br>VICTORIA RICHARDSON<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| 002 | SOFTWARE: VECTOR SOLUTIONS, 1 YR RENEWAL, OCT 1, 2023: TSMAINTFEES<br>Vector LMS, TargetSolutions<br>Edition - Maintenance Fee Annual | 1.00<br>EACH | 395.00000 | 395.00 |

| Bill To | Requisition 00014406-00 FY 2023 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>6120.70.15.0000.0000.1510.0000.0000.44020.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| VECTOR SOLUTIONS, INC<br>92 CORNERSTONE DR.<br>SUITE 218<br><br>CARY, NC 27519<br>US<br>Tel#8775205521<br>Fax 9198821628 | FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br><br>MOBILE, AL 36607<br>RICHARDSONV@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>VICTORIA RICHARDSON<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br><br>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,<br>TargetSolutions Edition<br>Vendor Item | | | |
| | 1 6120.70.15.0000.0000.1510.0000.0000.44020. | | | 395.00 |
| | Ship To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607<br>Delivery Reference<br>VICTORIA RICHARDSON<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| 003 | SOFTWARE: VECTOR SOLUTIONS, 1 YR<br>RENEWAL, OCT 1, 2023:<br>TSCHECKITFIREVEHICLES Vector Check<br>It - Fire/EMS Vehicles Vehicles<br>Vendor Item | 27.00<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607<br>Delivery Reference<br>VICTORIA RICHARDSON<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| 004 | SOFTWARE: VECTOR SOLUTIONS, 1 YR<br>RENEWAL, OCT 1, 2023: TSPREMIER<br>Vector LMS, TargetSolutions<br>Edition Premier Membership<br>Training management for public<br>entities and professionals<br>Vendor Item | 469.00<br>EACH | 92.78000 | 43513.82 |
| | 1 6120.70.15.0000.0000.1510.0000.0000.44020. | | | 43513.82 |
| | Ship To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607<br>Delivery Reference<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| 005 | SOFTWARE: VECTOR SOLUTIONS, 1 YR RENEWAL, OCT 1, 2023: TSONLINE<br>Vector LMS, TargetSolutions<br>Edition - Online Training Package<br>Admin<br>Vendor Item | 41.00<br>EACH | 39.43000 | 1616.63 |
| | 1 6120.70.15.0000.0000.1510.0000.0000.44020. | | | 1616.63 |
| | Ship To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607<br>Delivery Reference<br>VICTORIA RICHARDSON<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| 006 | SOFTWARE: VECTOR SOLUTIONS, 1 YR RENEWAL, OCT 1, 2023: TSEVAL<br>Vector Evaluations+ Vector | 505.00<br>EACH | 25.00000 | 12625.00 |

| Bill To | Requisition 00014406-00 FY 2023 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>6120.70.15.0000.0000.1510.0000.0000.44020.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 5 |

| Vendor | Ship To |
|---|---|
| VECTOR SOLUTIONS, INC<br>92 CORNERSTONE DR.<br>SUITE 218<br><br>CARY, NC 27519<br>US<br>Tel#8775205521<br>Fax 9198821628 | FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br><br>MOBILE, AL 36607<br>RICHARDSONV@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>VICTORIA RICHARDSON<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br><br>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<br>Vendor Item | | | |
| 1 | 6120.70.15.0000.0000.1510.0000.0000.44020. | | | 12625.00 |
| | Ship To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607<br>Delivery Reference<br>VICTORIA RICHARDSON<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>6120.70.15.0000.0000.1510.0000.0000.44020.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 6 |

| Vendor | Ship To |
|---|---|
| VECTOR SOLUTIONS, INC<br>92 CORNERSTONE DR.<br>SUITE 218<br><br>CARY, NC 27519<br>US<br>Tel#8775205521<br>Fax 9198821628 | FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br><br>MOBILE, AL 36607<br>RICHARDSONV@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>VICTORIA RICHARDSON<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br><br>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:**9/5/2023

**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<br>GRANTS ADMINISTRATION<br>205 GOVERNMENT STREET<br>4TH FLOOR SOUTH TOWER ROOM 454<br>MOBILE, AL 36644<br>Delivery Reference<br>M. THULL.T. BAXTER<br><br>Deliver To<br>GRANTS ADMINISTRATION<br>205 GOVERNMENT STREET<br>4TH FLOOR SOUTH TOWER ROOM 454<br>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<br>5032.70.00.0000.0000.0000.0000.0000.47010. | EQUIPMENT (GREATER $5000) | | |
| | | 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:**9/5/2023

**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:**9/5/2023

**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:**9/5/2023

## 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

William S. Stimpson, Mayor

ATTEST:

City Clerk

McElhenney Construction Company, LLC
Contractor

P.O. Box 1409, Theodore, AL 36590
Address

Robert McDonough, Project Manager

August 31, 2023
Date

*(Corporate Seal if applicable)*

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

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## 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 Two 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

JZM

| 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 (5x5x3/8x0'-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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PREPARED FOR:
CITY OF MOBILE

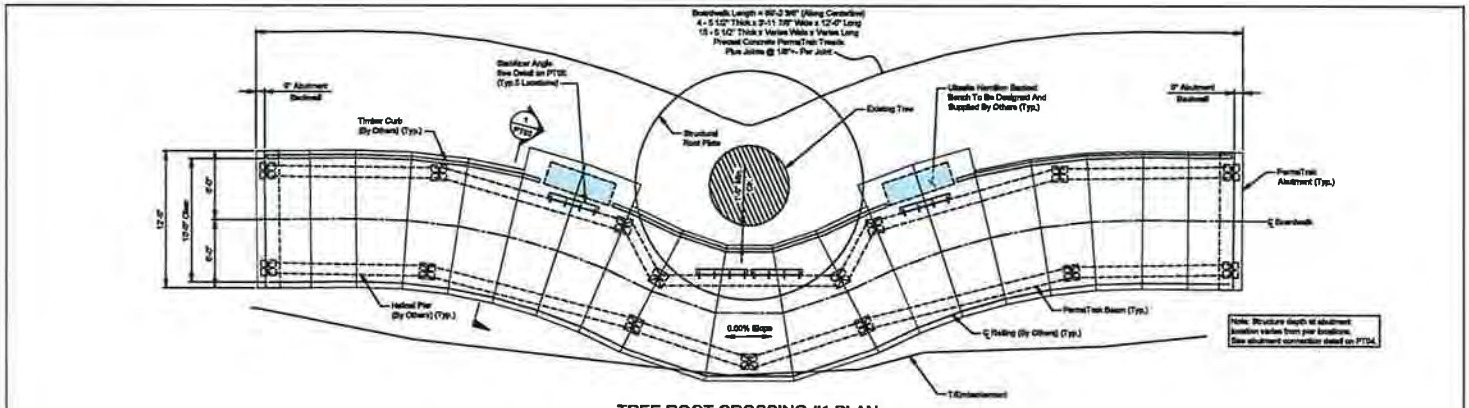
FOR CONSTRUCTION

PermaTrak®
The Concrete Boardwalk Company
www.permatrak.com TEL: 877-332-7862

OFFICE LOCATIONS
FLORIDA
TEXAS
LOUISIANA
NORTH CAROLINA
OHIO

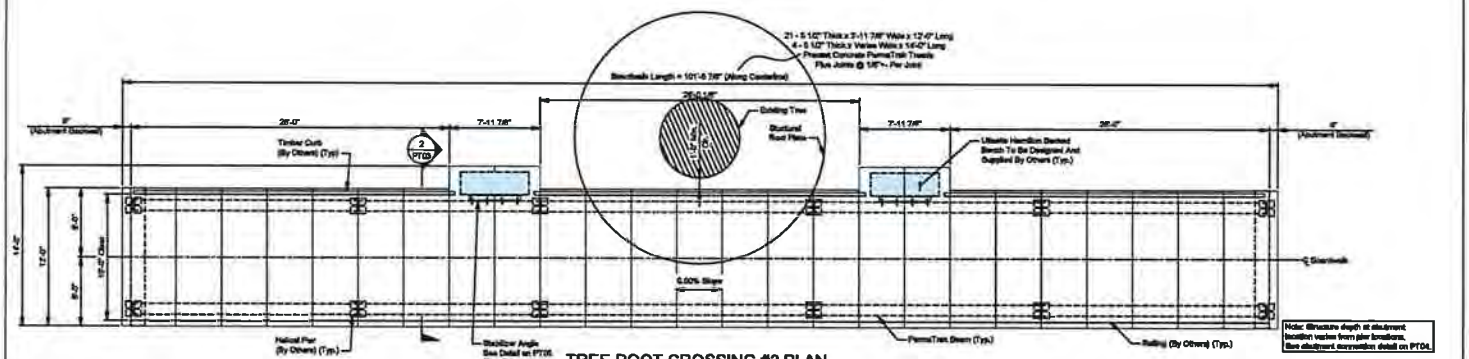
PROJECT TITLE:
THREE MILE CREEK GREENWAY
MOBILE, ALABAMA

| | |
|---|---|
| JOB NUMBER: | 2018-1128 |
| DATE: | 11/02/2020 |
| DESIGNED BY: | KAS |
| DRAWN BY: | MDH |
| CHECKED BY: | RPU |
| SHEET NO. | PT01 |




## TREE ROOT CROSSING #1 PLAN

Scale = 1/4" = 1'-0"




## TREE ROOT CROSSING #2 PLAN

Scale = 1/4" = 1'-0"

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| NO. | DATE | DESCRIPTION | BY |
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PREPARED FOR:

CITY OF MOBILE

FOR CONSTRUCTION

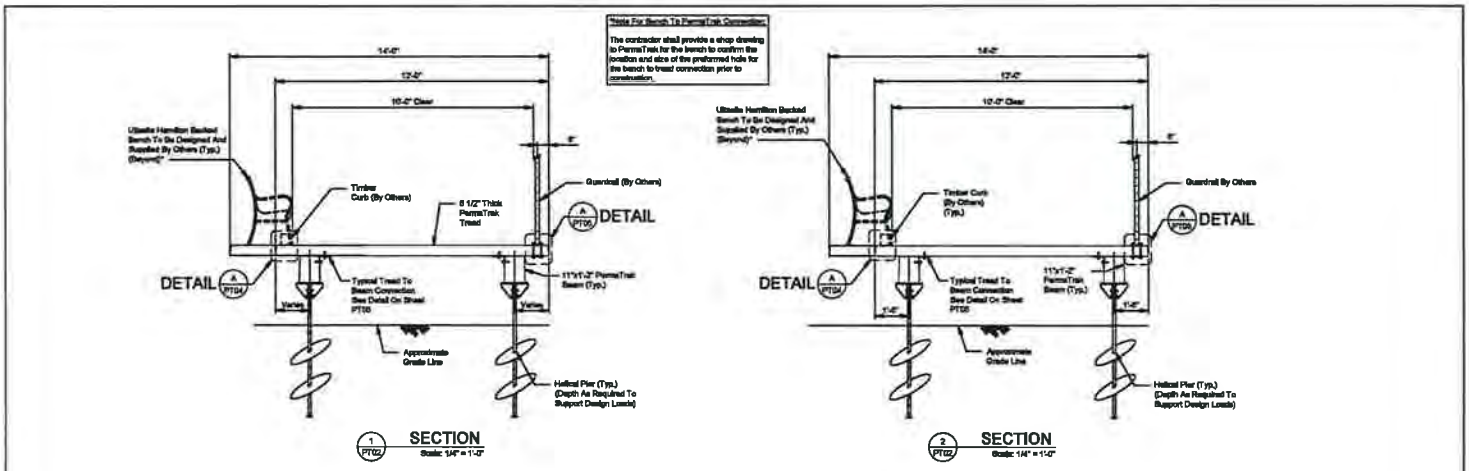
PermaTrak
The Concrete Boardwalk Company
www.permatrak.com TEL: 877-353-7862

OFFICE LOCATIONS
FLORIDA
TEXAS
LOUISIANA
NORTH CAROLINA
OHIO

PROJECT TITLE:

THREE MILE CREEK GREENWAY
MOBILE, ALABAMA

| | |
|---|---|
| JOB NUMBER: | 2019-1128 |
| DATE: | 11/02/2020 |
| DESIGNED BY: | KAS |
| DRAWN BY: | MDH |
| CHECKED BY: | RPJ |
| SHEET NO. | PT02 |

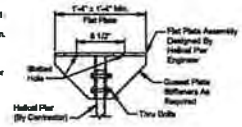






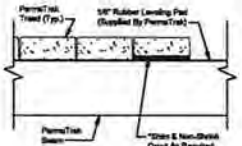
**Helical Pier Notes:**

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.
5. For Additional Helical Pier Requirements See Bid Documents.




TYPICAL HELICAL PIER CAP DETAIL

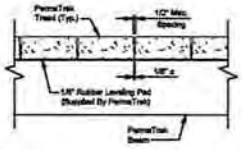
Scale: Not To Scale




**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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| NO. | DATE | DESCRIPTION | BY: |
|---|---|---|---|
| 6 | | | |
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PREPARED FOR:

CITY OF MOBILE

FOR CONSTRUCTION

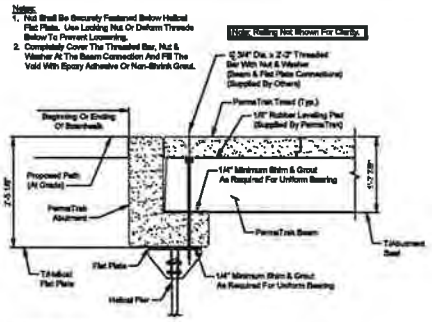
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NORTH CAROLINA
OHIO

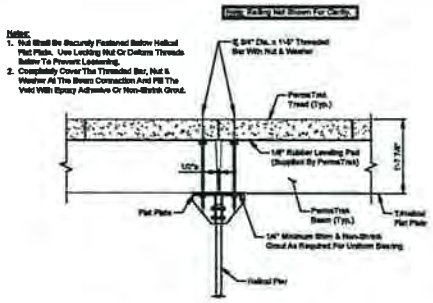
PROJECT TITLE:

THREE MILE CREEK GREENWAY
MOBILE, ALABAMA

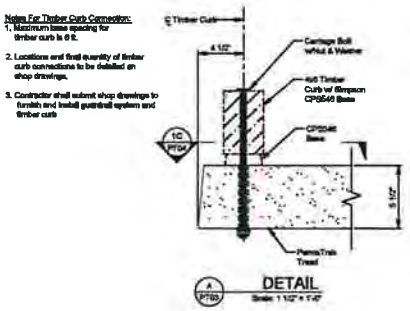
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|---|---|
| JOB NUMBER: | 2018-1126 |
| DATE: | 11/02/2020 |
| DESIGNED BY: | KAS |
| DRAWN BY: | MDH |
| CHECKED BY: | RPU |
| SHEET NO. | PT03 |

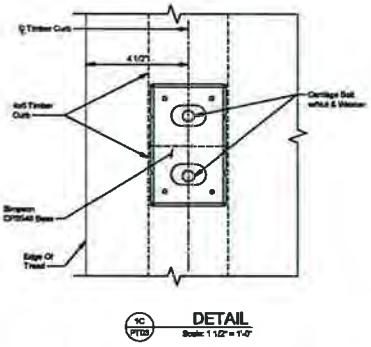



**TREE ROOT CROSSING**
**PRECAST ABUTMENT w/HELICAL PIER DETAIL**
Scale: 1" = 1'-0"




**TREE ROOT CROSSING**
**TYPICAL PIER CONNECTION DETAIL**
Scale: 1" = 1'-0"




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Patented Product: U.S. Patent #6,808,094 #6,302,342 #6,322,709 #6,834,588 #6,094,975

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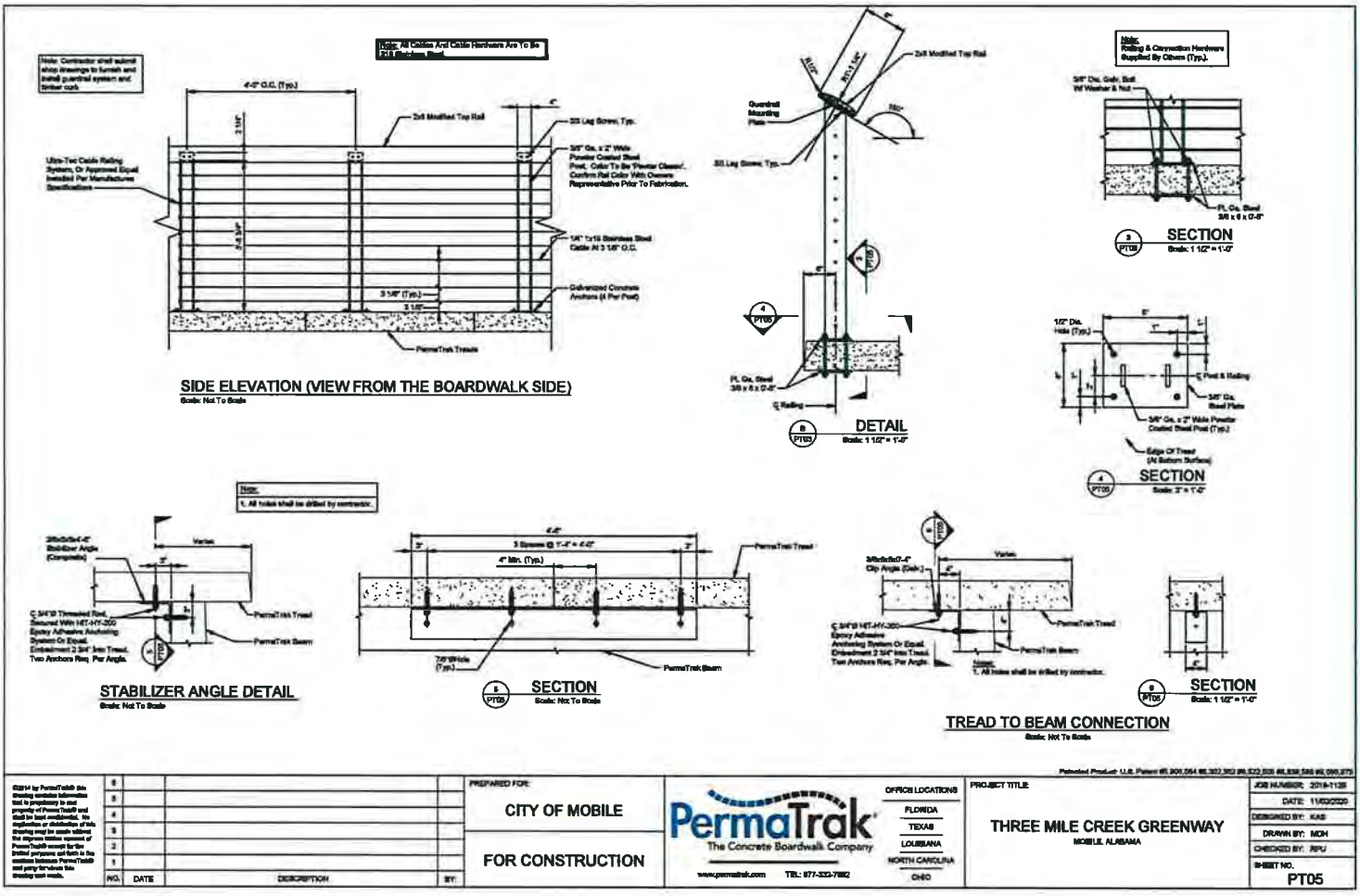
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OFFICE LOCATIONS
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TEXAS
LOUISIANA
NORTH CAROLINA
OHIO

PROJECT TITLE:
THREE MILE CREEK GREENWAY
MOBILE, ALABAMA

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|---|---|
| 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
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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 uplift 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 minimum 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 investigation or correction of deficiencies 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. Past 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 torque capacities for the pier assemblies, including load transfer devices
9. Calculated foundational 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 or 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. Extension sections shall be provided 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 are 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 piers' 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. Removed
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 final 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 piers necessary 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's work under the installing contractor's direction.

Patented Product: U.S. Patent #5,806,084 #6,363,562 #6,122,500 #6,839,986 #6,994,875

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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
Ph: 877-733-7962
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 orientations.
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 loading 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 #9,856,596 #9,096,975

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OHIO

PROJECT TITLE:

THREE MILE CREEK GREENWAY
MOBILE, ALABAMA

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|---|---|
| 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."

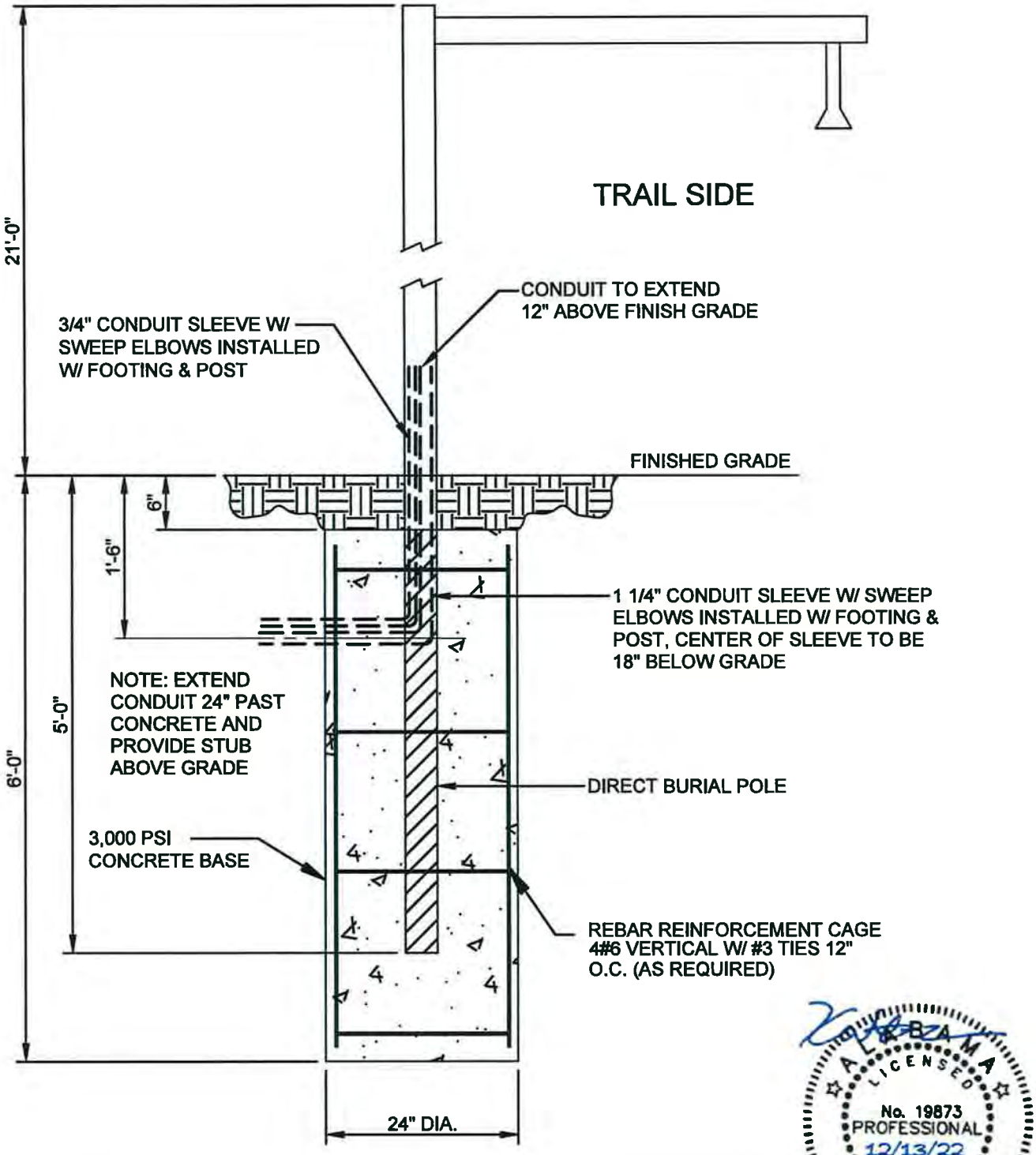
8. Section 26 2213 Low-Voltage Distribution Transformer
   3.4 B shall be deleted

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



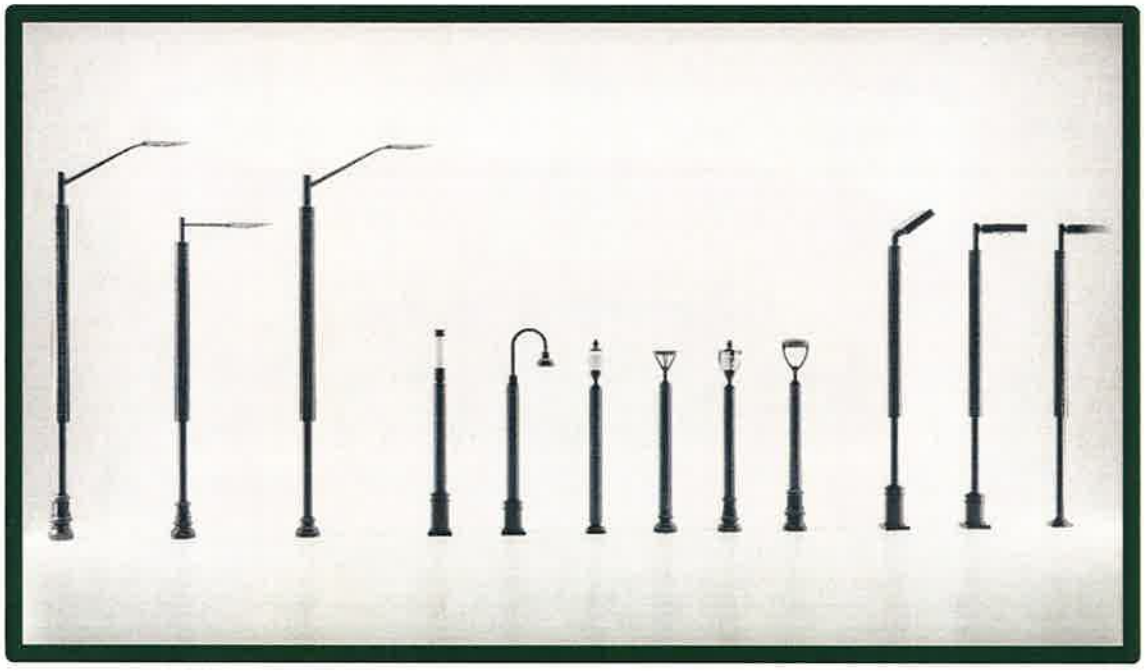

# TYPICAL LIGHT POLE DETAIL

3/4" = 1'-0"

ALABAMA LICENSED No. 19873 PROFESSIONAL 12/13/22 ENGINEER KEITH L OWENS

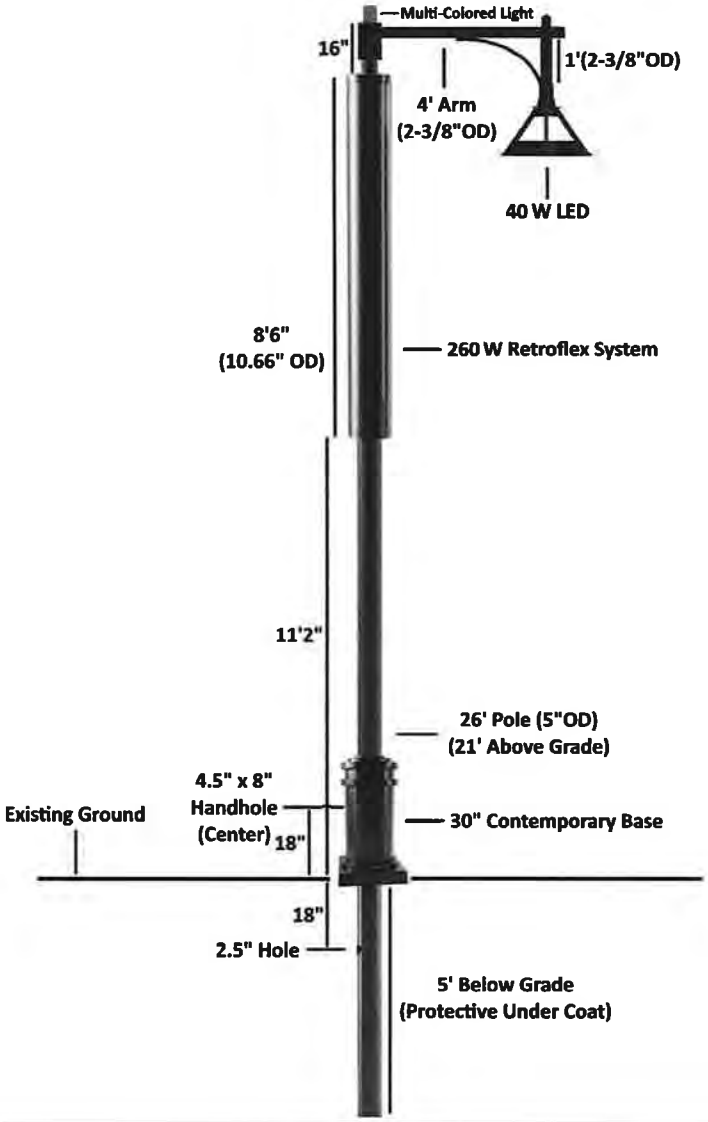
ClearWorld
Lighting the Way in Solar LED Technology

# CLEARWORLD PRODUCT SPECIFICATION



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# RW260 RETROFLEX SYSTEM

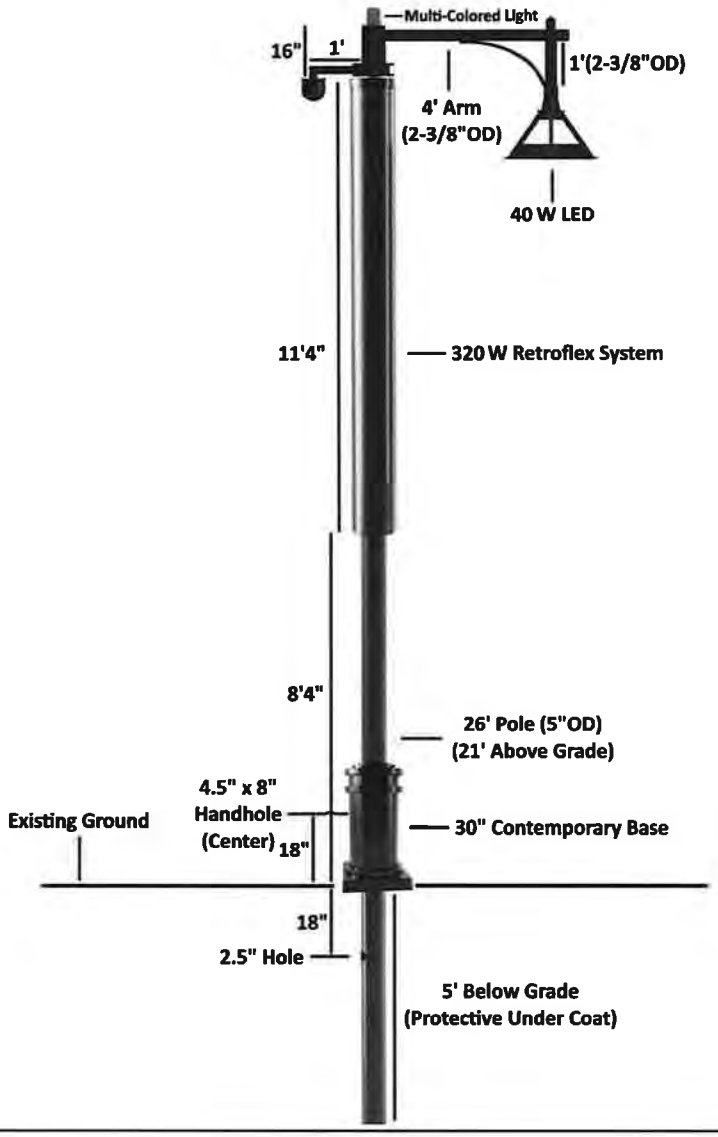



## COMPONENT SPECIFICATIONS RW2602460

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

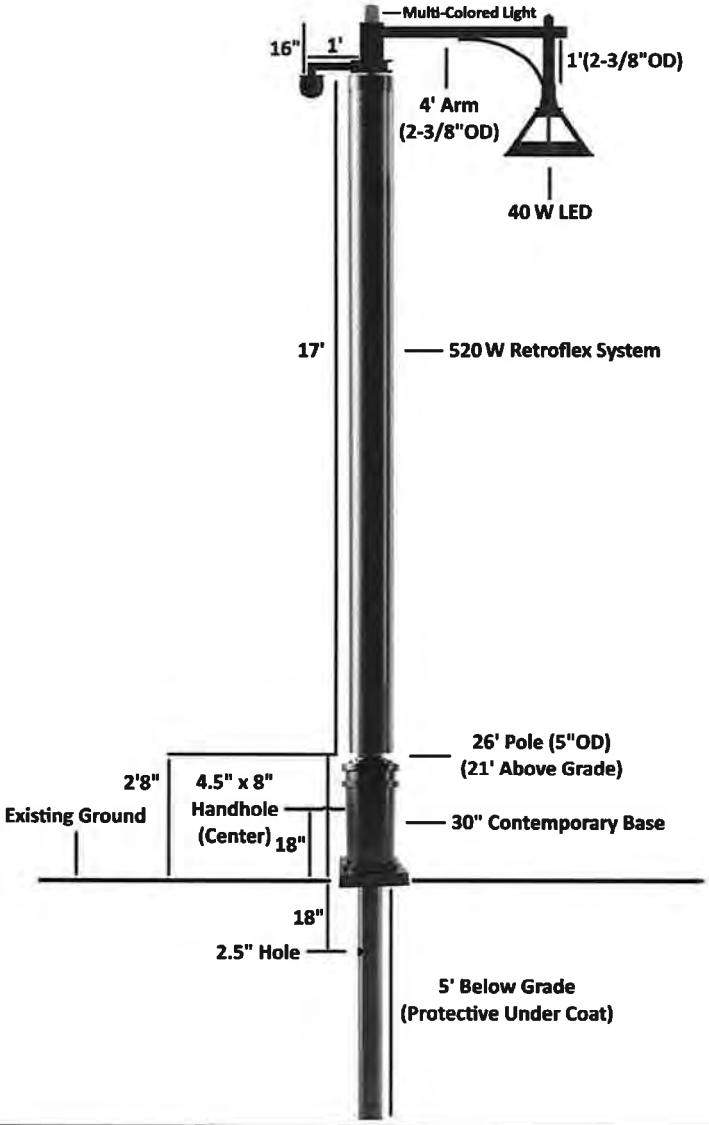



## COMPONENT SPECIFICATIONS RW3202475

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

McELHENNEY
CONSTRUCTION COMPANY LLC

## 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.

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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

**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

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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** | |

## 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
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)

_____(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) 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.

# 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 | CONTACT NAME: Abby Foster |
|---|---|
| PGIS, LLC dba Turner Insurance & Bonding Co.<br>PO Drawer 230789<br>Montgomery, AL 36123 | PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350<br>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<br>CLAIMS-MADE X OCCUR<br>X X,C,U Included<br>X Contractual Liab Inc<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY X PRO-JECT LOC<br>OTHER: | X | X | GLO3538202-00 | 7/1/2022 | 7/1/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>**EBL Aggregate** | $ 1,000,000<br>$ 100,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY SCHEDULED AUTOS<br>HIRED AUTOS ONLY NON-OWNED AUTOS ONLY | X | X | BAP3538203-00 | 7/1/2022 | 7/1/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | X | X | WCCN-CEL-0001796-01 | 7/1/2022 | 7/1/2023 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | WC3538201-00 | 7/1/2022 | 7/1/2023 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 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.<br>. 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.<br>. 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

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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)).

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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.

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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* |
|---|---|---|---|
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# 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 | | | | | | | |
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| 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:<br>Cert. Number: | | | | |
| Name:<br>Cert. Number: | | | | |
| Name:<br>Cert. Number: | | | | |
| Name:<br>Cert. Number: | | | | |
| Name:<br>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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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<br>*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) with other 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, 4$^{th}$ 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 _____<br><br>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 |
|---|---|---|---|---|---|---|
| | | | | | | |
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## 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 | APR | JULY | OCT |
| FEB | MAY | AUG | NOV |
| MARCH | JUNE | SEPT | DEC |

FINAL _____

| Original Contract Amount | Total Amount of Contract Changes (change orders or amendments) | Final Contract Amount (include contract changes) | Payments to Date from City of Mobile | OFFICE USE ONLY (Verification) |
|---|---|---|---|---|
| $ | $ | $ | $ | |

**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.

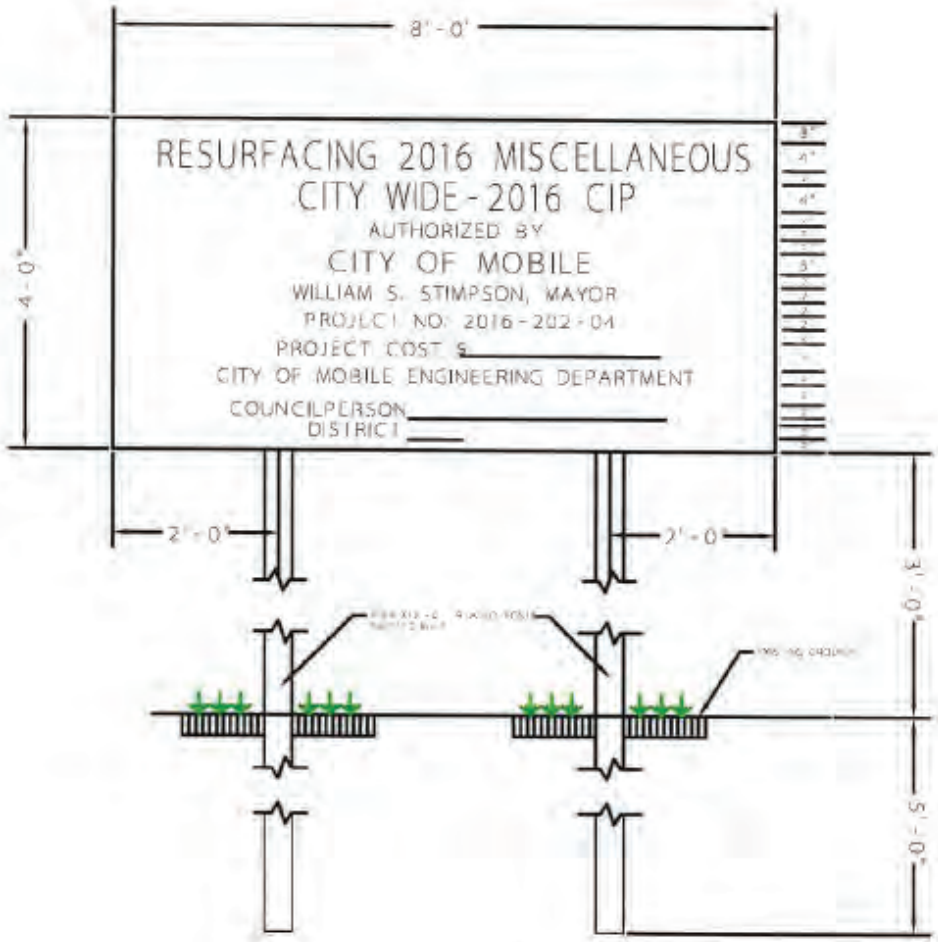
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.

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 |
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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<br>☐ SERVICE CONTRACT<br>☐ CONSTRUCTION CONTRACT | **OMB Control Number: 9000-0066**<br>**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:**<br>ADMINISTRATOR,<br>WAGE AND HOUR DIVISION<br>U.S. DEPARTMENT OF LABOR<br>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)*<br>*(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.<br>☐ **AGREE** ☐ **DISAGREE** |
|---|---|---|

**TO BE COMPLETED BY CONTRACTING OFFICER *(CHECK AS APPROPRIATE - SEE FAR 22.1019 (SERVICE CONTRACT LABOR STANDARDS) OR FAR 22.406-3 (CONSTRUCTION WAGE RATE REQUIREMENTS))***

☐ THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

☐ THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

*(Send 3 copies to the Department of Labor)*

| SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE | TITLE AND COMMERCIAL TELEPHONE NUMBER | DATE SUBMITTED |
|---|---|---|
| | | |

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**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)* |
|---|---|
| | |

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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) |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
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| | | | | | |
| | | | | | |

**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:**9/5/2023

**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:**9/5/2023

**Submitted by:**

Kim Carmody, Director, Mobile Parks & Recreation

**Sponsored by:**

Mayor Sandy Stimpson

**Purpose and Scope of Project:**

To provide personnel and staffing services

**Amount of Contract:**

$175,000

**Funding Source**

**Project #** P0101 - YES Intern Staffing Services **Discretionary Funds**

**Project String** **Contract Number:**4512

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

**Grant Funds** **Matching Funds**

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| 2023 Laine Federal - YES Addendum | Budget Amendment | 8/29/2023 |
| 2020 Laine Fed - YES Intern Resolution andContract | Budget Amendment | 8/29/2023 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Parks and Recreation | McCants, Gerard | Approved | 8/29/2023 - 8:52 AM |
| Capital | Rhodes, Brenda | Approved | 8/29/2023 - 9:34 AM |
| Legal | Kern, Chris | Approved | 8/31/2023 - 9:58 AM |
| Mayors | | | 8/31/2023 - |

| | | | |
|---|---|---|---|
| Office | Barber, James | Approved | 12:26 PM |

# CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM_____ DEPT._____

DATE OF REQUEST: _____

CHANGE ORDER: ☐(when money is available in project's budget; from project to contract)

VENDOR NAME: _____

DISTRICT#: _____

DEPT. PROJECT#: _____

REQUEST: Please $_____ from Capital Project#/Title:

_____

to contract#_____.

Total amount of Change Order: $_____

Current contract amount: $_____

Revised contract amount: $_____

Comments: _____

_____

_____

_____ _____

Employee signature Approval signature

Created by B. Rhodes 3/15/2022

## CAPITAL CONTRACT SUMMARY SHEET

## (2 COPIES REQUIRED)

CONTRACT # 4512

**PROJECT NAME:**_____

**CAPITAL PROJECT #**_____ **DATE OF RECEIPT**_____

**DEPT. PROJECT #**_____

**PROJECT DESCRIPTION**_____

_____

**CONTRACT AMOUNT** _____

**VENDOR NAME** _____

**VENDOR NUMBER**_____

**DEPT #**_____ **DEPT NAME**_____

**CONTRACT ADMINISTRATOR**_____

**Please Select by circling one (Type):**

| | | | |
|---|---|---|---|
| Architectural | Engineering | Testing | **Professional Services** |
| Construction (Unit Price)* | Construction** | ROW (Acquisitions) | |
| Performance-Contributed | Contractual | NonContractual | |

**RETAINAGE INFORMATION**:

**SHOULD RETAINAGE BE WITHHELD? Y___ N___** ; 5% of the 1st 50% _____ or If different, indicate special rate_____

***Unit Price Contracts are estimates per F. Kessler - do not require Change Orders***

****General Construction requires Change Order for 10% overages***.

**Prepared by: __Don Rose_____ Date _____**

Revised 5/16/2022 Tiffany Hollins

# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

# **R E S O L U T I O N**

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an amendment to a contract, by and between the City of Mobile and Laine Federal Solutions, to increase the annual not- to-exceed amount of the contract to $288,000.00, for personnel staffing services for the Youth Empowered for Success intern program, as outlined in the contract amendment attached hereto and made a part hereof as though set forth in full.

A copy of said contract amendment is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

# Addendum 1 to Agreement for Personnel/Payroll Staffing Services

THIS ADDENDUM No. 1 to Agreement for Personnel/Payroll Staffing Services ("Addendum") is entered into on this ____ day of _____, 2023, by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of Alabama (the "City"), and Laine Federal Solutions, an Alabama Corporation ("Contractor").

RECITALS

A. Contractor and the City entered into a one-year-year Agreement, renewable for two additional one-year periods, for personnel staffing services for the City "Youth Empowered for Success" intern program on or about 2 March 2021, (collectively, the 'Agreement").

B. Contractor and City exercised the second renewal term of the Agreement for the third and final year, and have increased the pay for interns and expanded the term of some internships during Spring and Fall programs and a year-round Advisory Board.

C. These changes have increased the total amount of program fees for the third year of the program to a total amount not to exceed $288,000.00 for the final year.

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

In Article 1, Scope of the Work; Term, the last sentence of the paragraph is amended to read, "The total cost of this agreement will not exceed $288,000.00 per year."

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, Laine Federal Solutions, Incorporated

Chasidy Privett

Laine Federal Solutions , Its CEO (title)
On behalf of Contractor

August 25, 2023 Date

STATE OF Alabama )

COUNTY OF Madison )

I, Alisha Potwin, a notary public in and for said County in said State, hereby certify that Chasidy Privett, whose name as Authorized Agent of CONTRACTOR, is signed to the foregoing contract and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, as such Authorized Agent and with full authority executed the same voluntarily for and as the act of said business enterprise.

Given under my hand this the 25th day of August, 2023.

Alisha Potwin

Notary Public
My Commission Expires: 6-7-2026

Notary Public, Alabama State at Large
Alisha K Potwin
Expires 6/7/2026

CITY

Its Mayor

Date

ATTEST:

City Clerk

Date

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/16/2023

**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: Jaqueline Rosales-Valdez | |
|---|---|---|
| Barrow Group, LLC<br>110 E. Crogan Street<br>Lawrenceville GA 30046 | PHONE (A/C, No, Ext): (770) 338-7392 | FAX (A/C, No): (770) 338-5440 |
| | E-MAIL ADDRESS: Jrosales@barrowgroup.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : EVEREST NATIONAL INSURANCE COMPANY | 10120 |
| INSURED<br>Laine Federal Solutions, Inc.<br>3379 Peachtree Road NE<br>Suite 555<br>Atlanta GA 30326 | INSURER B : EVEREST DENALI INSURANCE COMPANY | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 2023 Certs **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<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | 91ML002531-231 | 02/18/2023 | 02/18/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $ 1,000,000<br>$ 200,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | 91ML002531-231 | 02/18/2023 | 02/18/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | 91CU001735-231 | 02/18/2023 | 02/18/2024 | EACH OCCURRENCE<br>AGGREGATE<br> | $ 3,000,000<br>$<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 8600001586-231 | 02/18/2023 | 02/18/2024 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Professional Liability | | | 91ML002531-231 | 02/18/2023 | 02/18/2024 | $1,000,000 Claim | $3,000,000 Agg |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

A - Crime Bond $1,000,000
91CR001252-231 02/18/2023 to 02/18/2024

**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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21-127

2021

# RESOLUTION

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 Laine Federal Solutions Incorporated in an amount not to exceed $175,000 per year, for a one year period, and renewable without further Council approval for two additional years, for personnel staffing services for the Youth Empowered for Success intern program, attached hereto and made a part hereof as though set forth in full, and to approve the supporting bid award. A copy of said contract is on file in the Office of the City Clerk.

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

Adopted: MAR 0 2 2021

City Clerk

**CAPITAL CONTRACT SUMMARY SHEET**

**(2 COPIES REQUIRED)**

**PROJECT NAME:____2021-2024 YES INTERN PROGRAM**

**PROJECT #__P0101. PROFTECHNC. 20002000 42200_____**

**PROJECT DESCRIPTION ___PAYROLL FOR YES INTERNS**

**CONTRACT AMOUNT _$175,00 per year for 3 years.**

**VENDOR NAME __Laine Federal Solutions Inc_____**

**VENDOR NUMBER_296913**

**DEPT #__0510_____ DEPT NAME___MAYOR'S OFFICE**

**CONTRACT ADMINISTRATOR _____Anitra Henderson_____**

**Please Select by circling one (Type):** **Service Contract**

Architectural Engineering Testing Professional Services

Construction (Unit Price)* Construction** Non Contractual Performance

**RETAINAGE INFORMATION**: None

**SHOULD RETAINAGE BE WITHHELD? Y___ N__X_** ; 5% of the 1st 50% _____ or

***Unit Price Contracts are estimates per F. Kessler - do not require Change Orders***

****General Construction requires Change Order for 10% overages*.**

**Prepared by: ___Don Rose_____ Date __9 Feb 2021_____**

Revised 2/25/2016 Marilyn McMillan

# City of Mobile

**Project: Personnel Payroll/Staffing Services**

**AGREEMENT**

THIS AGREEMENT (this "Agreement") made and entered into this 2nd day of March, 2021 (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and Laine Federal Solutions, Incorporated, (hereinafter "Contractor"), a for profit company organized under the laws of the State of Alabama.

WHEREAS, the City requires personnel staffing services for the City "Youth Empowered for Success" intern program, and

WHEREAS, the City has requested that Contractor 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 location, frequency and lump sum cost or unit price of the Services are as set out in **Exhibit A**, Scope of Work, Typical YES Intern Locations, and Additional Terms Relating to Purchases with Federal Grant Awards, from City of Mobile Bid number 5502, and **Exhibit B**, Contractor's bid submission in response to City of Mobile Bid number 5502, which are 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. The term shall incorporate all payroll and staffing tasks as defined in **Exhibit A** related the 2021 YES program, and all associated City youth internships during the performance period. The Agreement may be renewed with the consent of both parties for two additional one-year program periods. The total cost of this agreement shall not exceed $175,000 per year.

**ARTICLE 2.** **Insurance**: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, insurance as required in **Exhibit A**. Evidence of such insurance shall be included as **Exhibit C** to this contract.

**ARTICLE 3.** **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 4. 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 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 5. 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 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. 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 7. Licenses, permits, etc**.: Vendor 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 8. No Agency Relationship Created**: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the

means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

**ARTICLE 9. Nondiscrimination**: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

**ARTICLE 10. Method of Payment**: Contractor shall be paid in arrears for services rendered, within thirty (30) days of the City's receipt of Contractor's invoice. Vendor shall submit electronic copies of invoices as directed separately by the City. The City will remit payment for such invoices upon satisfactory completion of service, as verified by the Director, City of Mobile YES Program. Inquiries regarding payment may be made to the Accounting Department, City of Mobile, P.O. Box 1827, Mobile, AL 36633.

**ARTICLE 11. 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. Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to City Attorney, City of Mobile, P.O. Box 1827, Mobile, AL 36633. 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 12. Assertion of Rights**: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

**ARTICLE 13. Notices**. Notice for the City shall be mailed to:
City Attorney
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Notices to Vendor shall be mailed to:
Chasidy Privett, President & CEO
Laine Federal Solutions, Inc.
221 Fairway Dr
Cullman, AL 35806

**ARTICLE 14. 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 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. 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, Laine Federal Solutions, Incorporated

_____, Its President & CEO (title)
On behalf of Contractor

02-February 2021 Date

CITY

_____
Its Mayor

3/4/21 Date

ATTEST:

_____
City Clerk

3-4-2021 Date

**EXHIBIT A** Scope of Work, Intern Locations, and Federal Terms
**EXHIBIT B** Contractor Submission to City of Mobile Bid 5502
**EXHIBIT C** Contractor Evidence of Insurance

**EXHIBIT A**

**SCOPE OF WORK**

**TYPICAL CITY YES INTERN LOCATIONS**

**ADDITIONAL TERMS RELATING TO PURCHASES WITH FEDERAL GRANT AWARDS**

## Scope of Work

CITY OF MOBILE YOUTH EMPOWERED FOR SUCCESS PROGRAM

For a fixed amount per hour, per employee, stated as a percentage markup of the hourly wage of the employee, Contractor will provide the following services:

1) Hire as temporary employees ("Interns") up to approximately 150 persons, aged 16-24, as participants in a City of Mobile ("City") "Youth Empowered for Success" Intern program. Most Interns will work for 6 to 8 consecutive program weeks during the months of June through July. Some Interns will work additional periods that may be over school breaks or for extended periods during the school year.

2) Provide staffing services ("Services") to the City, to include enrollment, set up of pay accounts, withholding, tracking of hours worked (as provided by City supervisors), and weekly payroll. Contractor must employ secure web-based software tools and processes with web user access for Interns and City in enrollment and payroll management functions. Contractor will pay Interns on a mutually agreed upon schedule consistent with program objectives.

3) Provide Interns statutory worker's compensation coverage and program management, to include making all payments for such coverage from a provider licensed to provide coverage in Alabama.

4) Inform contractor employees that they are required to adhere to the policies and procedures of the City. Contractor and/or its designee shall promptly notify the applicable City Intern program coordinator of any human-resource-type issue raised by an Intern that may affect the City, such as threats of violence, harassment, discrimination or retaliation.

5) Provide Interns all of City's safety, drug/alcohol, work policies, anti- harassment, anti-discrimination and anti-retaliation policies and informing them that they are required to adhere to such policies. Contractor shall establish a complaint and/or reporting procedure for violations of policies and instruct Interns on the use of the procedure. Contractor shall obtain written acknowledgement from each Intern provided under this contract that she or he has read, understood and agrees to abide by those policies and procedures.

6) Provide live, on-site in Mobile, Alabama, initial entry training and payroll enrollment support for Interns, suitable for high-school-level new entrants to the work environment regarding payroll services being provided, as well as harassment, discrimination, and retaliation training for all contractor employees provided under this contract. Such training and support for the summer program period will be for a minimum of two days at a site determined by the City.

7) Provide I-9 immigration verification for all Interns, to include inspection of identity documents and submission and federal verification of I-9 information.

8) Inform Interns in writing that they are employed by Contractor, not the City.

9) Notify Interns in writing that the only benefits they will receive will be from Contractor, and that they are not entitled to any benefits from the City.

10) Prepare and distribute an Employee Handbook to Interns that identifies and explains Contractor's policies and procedures that will be followed during the course of Intern employment with Contractor.

11) Inform Interns in writing that job-related illness/injury reports are to be made to Contractor. Contractor and/or its designee shall notify the City within 24 hours of receipt of any such reports.

12) Be solely responsible for, and holding City harmless from, all administrative employment matters regarding Interns including, but not limited to, all payroll and payroll income tax withholding matters; payment of workers' compensation premiums; funding of appropriate fringe benefit programs; and taking responsibility for and complying with (including offering coverage, if required) the Affordable Care Act with respect to the Interns. Interns will accrue no time off or sick time.

13) Pay Interns at the hourly rate directed by the City in compliance with applicable wage and hour laws including, but not limited to, the Fair Labor Standards Act ("FLSA") and Alabama Labor Code. Contractor will maintain required Child Labor certificates. Contractor shall maintain complete and accurate records of all wages paid to Interns. Contractor shall be exclusively responsible for and will comply with applicable law governing the reporting and payment of wages, and payroll-related and unemployment taxes attributable to wages paid to its employees assigned to provide services to City.

14) Remove employees as directed by the City.

15) Designate a coordinator as a single, local point of contact (SPOC), as well as a backup, that will be accessible during normal work hours 8:00 a.m. until 5:00 p.m. Monday through Friday, with the exception of the designated holidays to receive employment requests, handle and assist in any and all inquiries regarding scheduling, billing, status of orders, availability, contract pricing, contract compliance requirements, reports, and problem solving. Contractor's SPOC shall be available via a toll free telephone number or email.

16) In the event PHI is inadvertently transmitted to Contractor, Contractor shall immediately inform the City and the Parties shall work cooperatively to take all

necessary action to address compliance with HIPAA and state privacy laws. The services to be provided by Contractor do not involve any access, use or disclosure by Contractor of any of the City's protected health information ("PHI"), as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Contractor is not a "business associate" of the City, as defined in HIPAA.

17) Provide detailed invoices to the City at agreed upon intervals.

18) Cooperate with the City in promotion of the program and acknowledge that Intern images, names, and comments may be featured in promotional releases, including through social media, by the City.

19) At its sole cost and expense, procure and maintain in effect at all times throughout the Term of this Agreement, and for a minimum period of one (1) year thereafter, the following insurance coverages or their equivalent by a company authorized to issue insurance in the State of Alabama:
(i) Commercial General Liability written on an occurrence basis, including products/completed operations liability coverage with respect to the Services provided under this Agreement, contractual liability coverage with respect to this Agreement, broad form property damage/bodily injury and personal/advertising injury liability coverage, with limits of not less than $1,000,000 per occurrence limit and $1,000,000 general aggregate limit;
(ii) Automobile Liability Insurance covering owned, leased or non-owned vehicles with a combined single limit for bodily injury and property damages of at least $1,000,000 per accident;
(iii) Full statutory coverage for Workers' Compensation in accordance with applicable state or country law; and
(iv) An Umbrella Liability policy with limits not less than $3,000,000.

City will provide the following:

1) Define desired Intern requirements.

2) Recruit, interview, screen, and select the Intern program participants. The Participating Public Agency shall perform background checks on each potential Resource prior to the beginning of their assignment.

3) Provide name, background, and contact information for each Intern to Contractor at least 30 calendar days prior to program start.

4) Define the hourly rate of pay for each Intern. The expect rate for all Interns will be the current federal minimum hourly wage.

5) Reimburse (pay) the contractor for Intern documented hourly work performed at the designated hourly rate plus the agreed upon percentage markup. Rates are inclusive of

all travel costs incurred by Contractor in administration of the Services, to include travel as necessary for initial orientation. The City is not responsible for additional travel expenses

6) Provide contractor a list of employee work sites and job descriptions where employees will be located not later than two months prior to the start of the program. For bid purposes, attached at the end of this Exhibit is the anticipated annual list of site locations and job descriptions.

7) Coordinate with the contractor adequate onboarding training and entry processing, including providing facility and access to City selected Interns to be employed by contractor.

8) Notify contractor of the specific work assignment and location of each employee.

9) Notify contractor of any changes in job locations or job descriptions, with the recognition that the City will not make a substantial change in a job description or job location that would impact workers compensation rates or child labor compliance without consultation and agreement of contractor.

10) Set workplace behavior, dress, performance, and work hour requirements and communicate them to employees. Employees shall work Monday through Friday between 7 am and 5 pm, and no more than 40 hours per week. Break and lunch periods will be at the discretion of individual City supervisors.

11) Supervise the employees in the work assigned, to include training, guidance, safety oversight, correction, commendation, counseling, and report performance or behavior concerns to contractor. City will have direct authority over employees.

12) Track and report work and absence hours necessary for the contractor's provision of payroll service. Work with contractor on a mutually agreeable, convenient, and efficient reporting system, but Contractor must provide a software tool that allows for Intern online entry of hours and City online certification of hours.

13) Obtain necessary parental waivers or permissions for participation in activities or use in promotional media.

14) City will not be liable for any conversion fees or direct hire fees.

## Typical City YES Intern Locations and Job Descriptions (will be adjusted annually)

| Department Name | Dept Address/ Location | Hours of Operation | Department Summary (brief description of services provided) | Approx Number of positions available. | Description of duties and the skills the intern will acquire. |
|---|---|---|---|---|---|
| MIT | 651 Church St | Weekdays 9:00 am to 5:00 pm | Maintain software and hardware in all city departments | 2 | Answer phones and enter citizen requests for service in the 311 Call Center<br><br>Assist voice/data technicians in repairing computers and printers |
| Build Mobile | 205 Govnment Plaza, 3rd FL, South Tower | Weekdays 7:00 am - 4:00 pm | Build Mobile lays the foundation to serve everyone who wants to do business, create jobs and grow Mobile. Planning & Zoning, Permitting, Inspection Services, Historical Development, and Long-Range Planning all fall under the umbrella of Build Mobile. | 4 | Filing, scanning, structural site visits (Plumbing, Mechanical, Electrical, and Building), attend meetings (i.e., Plan Review, City Council, etc.), and other office duties as assigned. |
| Mobile Museum of Art | 4850 Museum Drive, Mobile, AL 36608 (Langan Park/Mun. Park) | Tues-Sun 10:00 am – 5:00 pm (Thurs to 9:00 pm) | Fine Arts Education | 4 | Assist Art educators in planning, facilitating, conducting summer art camp class |
| Police Department | 2460 Govt Blvd | Weekdays 8:00 am – 5:00 pm | Public safety | 10 | Some working with animals and some administrative abilities. |

| | | | | | |
|---|---|---|---|---|---|
| Innovation-team | 200 Govt St | Weekdays 9:00 am to 5:00 pm | Working with multiple internal and external stake holders to improve and enhance the City of Mobile | 1 | Team work/design thinking concepts/data/graphics/multiple other skills/ |
| Motor Pool | 745 S. Broad Street | Weekdays 7:00 am - 4:30 pm | The Motor Pool tracks and replace motorized vehicles and equipment for the City of Mobile, schedule and detail travel vehicle for city employees. | 2 | The youth will be doing a variety of duties such as typing, filing, detailing vehicles, picking up trash on and around the compound, preparing vehicles and equipment for auction, asseting vehicles and equipment, etc. The skills the intern will acquire is learning general office skills, customer service skills, vehicle detailing and minor maintenance practices. |
| Equipment Services | 770 Gayle Street, Mobile, AL 36604 | Weekdays 6:00 am to 3:00 pm | Litter & Recycling, Repair Shop for City Vehicles | 30 | Litter & recycling, clean up of work areas in repair shop |
| Mobile Fire Rescue Department | 701 St Francis St | Weekdays 7:00 am to 4:00 pm | Fire-Rescue | 6 | Working in several divisions to include Training, Admin, Supply, Communications, EMS, and Fire Operations. Will give them a good understanding of what the department does and what is necessary to become a Firefighter. Will NOT respond on emergency calls. May participate in hydrant or alarm inspections. |
| Engineering & Development - REAM Department | Govt Plaza - 5th floor (but may also be at Public Buildings on Owen Street) | Weekdays 7:00 am - 4:00 pm | If there are interns that are interested in HVAC or Facilities Maintenance, Brad has departments under him that can support an intern this summer. | 1 | Maintenance and facilities management work such as carpentry, mechanical systems (HVAC) and overall facility improvements. Ride along on projects and building work. |

| | | | | | |
|---|---|---|---|---|---|
| Neighborhood Development | Multiple, including local non-profits funded through CDBG | Weekdays 8:00 am-5:00 pm | HUD funded public services and housing assistance | 30 | Available positions are 1 with Community and Housing Development, 1 with Municipal Enforcement, and 28 to be placed with non-profits that are funded with CDBG. Most will need basic office skills, including phone etiquette and computer ability. |
| Architectural Engineering | 5th Floor Admin Tower, Govt Plaza, 205 Govt Street, Mobile, AL | Weekdays 8:00 am - 5:00 pm | Architectural design and construction oversight for City of Mobile facilities and parks | 1 | Provide assistance with project recordkeeping, on-site documentation of conditions, and, depending on youth experience with computer programs (AUTOCAD and Excel), possible assistance with drawing production. |
| Civic Engagement | Govt Plaza 5th Floor | Weekdays 8:00 am-5:00 pm | Coordination of Arts and Culture/ Special Events and Homeless Initiative | 1 | Intern will be involved in meetings, development of work plans, working with various agencies in the community. The skills they will learn taking minutes/notes in meetings, development of meeting agendas, scheduling, learning to work with teams, overview or arts and culture and special events in the city. |
| Parks and Recreation | 4851 Sage Avenue | Varies | We maintain all parks in the City and provide recreational opportunities to the citizens of Mobile. | 20 | Positions at the Tennis Center which will require minimum landscape skills, in our Community Centers which will require the interns to act as camp counselors and positions at park headquarters which will require minimum clerical and computer skills. |

## Additional Terms Relating to Purchases with Federal Grant Awards

1, FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance

of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of

notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Bid awardee (or "contractor") shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any

employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of

the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over $100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. This type of protest would include, among others, any claim that the solicitation contained exclusionary or discriminatory specifications or conditions, any challenge to the basis of award, any claim that the solicitation documents or the solicitation process violated applicable federal or state law, or any claim that City of Mobile failed to follow the material terms of the solicitation process in the bid. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award, but prior to actual award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents:

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney

must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting parting in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over $100,000).

(a). 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

11. ADDITIONAL PROVISIONS RELATING TO FEDERAL HOUSING AWARDS: Should HUD funds be utilized, compliance with Section 3 of the Housing Act will also apply when appropriate.

EXHIBIT B

Contractor's Bid Submission in Response to City of Mobile Bid Number 5502

# City of Mobile
# Bid Number 5502
# PERSONNEL PAYROLL/STAFFING SERVICES
# "YES" YOUTH INTERN PROGRAM

| | |
|---|---|
| Advertised: | December 21, 2020 |
| Questions Due: | January 12, 2021 |
| Bids Due/Opened: | January 19, 2021, 11:30 a.m. |
| ocal | |

| Mailing Address: | Package Delivery: |
|---|---|
| City of Mobile | City of Mobile |
| Purchasing Department | Purchasing Department |
| P.O. Box 1948 | Government Plaza |
| Mobile AL 36633 | 4th Floor, Room S-408 |
| | 205 Government St |
| | Mobile, AL 36644 |
| Phone: (251) 208-7494 | Email: Purchasing@cityofmobile.gov |

I. The City of Mobile ("City") is seeking SEALED BIDS from Personnel Payroll/Staffing Service vendors (Contractor) who can provide payroll services to support the City "Youth Empowered for Success" (YES) Intern program, as per these specifications.

II. Background

A. The City's YES Intern program employs 100-150 Mobilians, 16-24 years old, mostly in concentrated periods during traditional school breaks, but also in smaller numbers throughout the year. YES is designed to teach the interns how to participate in the workforce through experience, training, and placement in City departments and partner non-profit agencies in Mobile. The interns are selected by the City after an application, screening, and interview process conducted by the City. The summer break work period, which employs the largest cohort of interns, begins annually on or about the first week of June, and runs for 6-8 weeks until on or about the end of July. Some of the interns selected for the summer program may continue for longer periods. The City also may select and employ interns for other focus periods such as Christmas and spring breaks.

B. Contractor's role will be to relieve the City of hiring, onboarding, insurance, and payroll management responsibilities for these interns, and provide an important learning experience for interns in online workforce enrollment, timekeeping, and payment. Contractors must be a full-service staffing company that uses web-based enrollment and management systems and can provide in person, on-site instruction and onboarding support. City will supervise and will track and report intern work hours to Contractor.

C. The City intends to award this contract for a one-year period, to begin in early 2021 for YES program hires that may begin during spring break periods, then renewable annually with the consent of both parties for two additional one-year periods.

D. The City intends to reimburse and compensate contractor each intern's hourly wages plus a fixed percentage markup of that hourly rate. The contract value for each year is not to exceed $300,000 but may be substantially less than that amount. The actual amount to be paid to Contractor each year will depend upon the number of program participants, the number of hours worked, the hourly wage rate the City selects (expected to be the federal minimum

City of Mobile Bid No.5502
Personnel Payroll/Staffing Services

**EXHIBIT C BID SUBMISSION FORM**

**PLEASE COMPLETE THE BELOW TWO PAGES AND SUBMIT AS YOUR BID**

Business Entity ID Number, Alabama Secretary of State Office 828 - 103

City of Mobile Business License Number 116561

Federal E-Verify Enrollment Number 1571151

Alabama Department of Labor, Child Labor Certificate No. 176136-2

City will need insurance documentation for contract. Can Contractor provide Certificate of Insurance meeting City coverage requirements 5 business days after notification? YES X NO ____

City requires Contractor to have at least 5 years of experience in providing exceptional payroll and staffing services for Government and public institutions. Does Contractor have the minimum required experience? YES X NO ____

Please provide at least two customers for whom you have provided this service:

Rebecca Wealon (334-240-7231) Department of Agriculture, Montgomery, AL (09/2020 -12-2020)

Name Location Dates

Vickie Townes (205-254-7387) Jefferson County Elections Commission, Birmingham, AL (11/2020 - 12/2020)

Name Location Dates

City requires Contractor to have the capacity and expertise to manage simultaneously the payroll services for up to 150 summer interns during June and July, 2021, and flexible numbers and duration of payroll support for interns throughout the year? . Does Contractor have this capacity to perform these services? YES X NO ____

City requires Contractor to use secure, web-based payroll administration software for access by Interns (employees) and the City for enrollment, hourly tracking, and management. Does Contractor use such software? YES X NO ____

Please provide the name of the software product(s) you use: Paychex

City requires Contractor to observe appropriate internal security in handling sensitive personnel information. Does Contractor hold a current, clean SSAE SOC 1, Type 2, or SSAE SOC 2 report?

YES X NO ____

If not, what other assurance of software and process security can the Contractor provide?

Please provide any clarification or exception to your answers (use additional pages if needed).

**Please state your BID percentage markup here:** 22 **%**

**Please calculate and write below your total hourly rate based on your BID markup, assuming the City directs $7.25 as the hourly Intern pay:**

$8.85

PLEASE SIGN YOUR BID BELOW. UNSIGNED BIDS WILL NOT BE CONSIDERED.

Attest: I have read and understood the requirements stated by the City in this Bid package. I certify that all representations I have made herein are true an accurate. I have authority to make representations and sign bid documents on behalf of this Bidder.

Signature

01/15/2021
Date

Chasidy Privett, President & CEO
Your Printed Name & Title

Laine Federal Solutions
Official Corporate Name

Bidder's Point of Contact (Name, Email, Phone, Mailing Address) for this Bid:

Chasidy Privett, President & CEO: cprivett@lainefederal.com

Phone: 404-436-1227

221 Fairway, Dr. Cullman, AL 35806

# Child Labor Certificate - Class II

(FOR THE EMPLOYMENT OF MINORS AGE 16/17)

Alabama Department of Labor Child Labor Enforcement

Kay Ivey, Governor

Secretary of Labor
Fitzgerald Washington

Child Labor Inspector
Robin Wilburn, Supvr.

Name of Business: Laine Federal

Type of Business: Staffing

Address: 221 Fairway Dr; Cullman, AL 35057

Name of Corporate Owner: Laine Federal

| Certificate Number: | Date Issued: | Expiration Date: |
|---|---|---|
| 176136-2 | 01/07/2021 | 01/31/2022 |

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

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:

**Laine Federal Solutions Incorporated**

This name reservation is for the exclusive use of Chasidy Privett, 221 Fairway Dr, Cullman, AL 35057 for a period of one year beginning January 06, 2021 and expiring January 06, 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.**

January 06, 2021

**Date**

J H. Merrill

**John H. Merrill** **Secretary of State**

RES923699

# CITY OF MOBILE
## APPLICATION FOR BUSINESS LICENSE AND/OR TAX ACCOUNT

| | | | |
|---|---|---|---|
| **ACCT#:** | 116661 | **LAST 4 FEIN/SSN:** | 2230 |
| **OWNERSHIP:** | CORP | **STATE ID:** | |
| **ACCT#:** | 116661 | **LAST 4 FEIN/SSN:** | 2230 |
| **OWNERSHIP:** | CORP | **STATE ID:** | |
| **ZONING CERT:** | NA | | |

**LEGAL BUSINESS NAME:** LANE FEDERAL SOLUTIONS INC
**LEGAL BUSINESS NAME:** LANE FEDERAL SOLUTIONS INC
**PHYSICAL ADDRESS:** 3379 PEACHTREE RD NE STE 555 GA 30326
**PHYSICAL ADDRESS:** 3379 PEACHTREE RD NE STE 555 GA 30326
**MAILING ADDRESS:** 221 FAIRWAY DR GULLMAN, AL 35057

| | | | |
|---|---|---|---|
| **BUSINESS PHONE:** | 256-566-0609 | **CELL PHONE:** | |
| **BUSINESS FAX:** | | **START DATE:** | 01/15/2021 |
| **JURISDICTION:** | C | **START DATE:** | 01/15/2021 |
| **TERRITORY:** | T0 | **TAX CODES:** | |
| **BUSINESS FAX:** | | **ACCOUNT TYPE:** | L |
| **JURISDICTION:** | C | | |
| **TERRITORY:** | T0 | | |

### OWNER INFORMATION

| NAME | ROLE | OWNER ADDRESS | CITY | STATE | ZIP |
|---|---|---|---|---|---|
| LANE FEDERAL SOLUTIONS INC | CORP | 3379 PEACHTREE ROAD NORTHEAST SUITE 555 | ATLANTA | GA | 30326 |
| LANE FEDERAL SOLUTIONS INC | CORP | 3379 PEACHTREE ROAD NORTHEAST SUITE 555 | ATLANTA | GA | 30326 |

### LICENSE INFORMATION

| CODE | CODE_TITLE | YEAR |
|---|---|---|
| 561320 | EMPLOYMENT-TEMP HELP SERVICE | 2021 |

3/15/21

3/15/21

I CERTIFY I HAVE REVIEWED ALL OF THE INFORMATION CONTAINED HEREIN AS TRUE AND CORRECT AND UNDERSTAND MY LICENSE CAN BE REVOKED FOR ANY FALSE STATEMENT MADE HEREIN.

**APPLICANT NAME:** CHASIDY PRIVETT **ID:** DRIVER LICENSE

**DATE:** 1/15/2021

*SIGNATURE*

CITY OF MOBILE REVENUE DEPARTMENT - PO BOX 3065 - MOBILE, AL 36652-3052

**TEMPORARY BUSINESS LICENSE**

EXHIBIT C

Contractor's Evidence of Insurance

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/5/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| **PRODUCER** Liberty Mutual Insurance<br>PO Box 188065<br>Fairfield, OH 45018 | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** 800-962-7132 **FAX (A/C, No):** 800-845-3666<br>**E-MAIL ADDRESS:** BusinessService@LibertyMutual.com |
| **INSURED**<br>Laine Federal Solutions Inc<br>221 Fairway Dr<br>Cullman AL 35057 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** General Insurance Company of America — 24732<br>**INSURER B :** Ohio Security Insurance Company — 24082<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 60028339 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | ✓ **COMMERCIAL GENERAL LIABILITY**<br>☐ CLAIMS-MADE ☑ OCCUR<br>✓ Businessowners<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>✓ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | | | BWG61923454 | 8/24/2020 | 8/24/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 1,000,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $<br>$<br>$<br>$<br>$ |
| | ☐ **UMBRELLA LIAB** ☐ OCCUR<br>☐ **EXCESS LIAB** ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE<br>$ | $<br>$<br>$ |
| B | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | XWS61923454 | 8/24/2020 | 8/24/2021 | ✓ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 500,000<br>$ 500,000<br>$ 500,000 |

**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**

Kristy Fitzgerald

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# AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/5/2023

**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<br>The Prewitt Group<br>2146 Highland Avenue South<br>Birmingham, AL 35205 | CONTACT NAME: Amy Price<br>PHONE (A/C, No, Ext): (205) 397-5105 FAX (A/C, No): (205) 397-5155<br>E-MAIL ADDRESS: aprice@prewitt.group |
| INSURED<br>Sain Associates, Inc.<br>2 Perimeter Park South<br>Birmingham, AL 35243 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Travelers Indemnity Company Of Connecticut — 25682<br>INSURER B : The Phoenix Insurance Company — 25623<br>INSURER C : Property & Casualty Ins. Co. of Hartford — 34690<br>INSURER D : Beazley Insurance Company, Inc — 37540<br>INSURER E :<br>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<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | X | | 6804H9536752247 | 8/1/2023 | 8/1/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>**DRONE LIABILITY** | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY SCHEDULED AUTOS<br>HIRED AUTOS ONLY NON-OWNED AUTOS ONLY | | | BA7P721448 | 8/1/2023 | 8/1/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | CUP3430T504 | 8/1/2023 | 8/1/2024 | EACH OCCURRENCE<br>AGGREGATE<br>**Aggregate** | $ 5,000,000<br>$<br>$ 5,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 21WECAE8UYB | 1/1/2023 | 1/1/2024 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 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.**

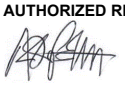
**CERTIFICATE HOLDER**

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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The ACORD name and logo are registered marks of ACORD

**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 _____<br>Total #of Employees _____ |

**Subcontractor/Major Supplier Plan submitted by:**

Printed Name: _____

Signature: _____ Date: _____

Title: _____

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____ Title: _____

Email: _____ Phone: _____

OFFICE OF SUPPLIER DIVERSITY

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

**Contact Office of Supplier Diversity for questions on completing this form.**
Via 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 |
|---|---|---|---|---|---|---|
| | | | | | | |
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## 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:**9/5/2023

**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 | 8/31/2023 |

**REVIEWERS:**

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Gauthier, Lana | Approved | 8/31/2023 - 3:31 PM |

# 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 approval of a Conditional Use Permit
to allow a home-based day care for 7-12 children
in an R-1, Single-Family Residential Suburban District,
property located at 611 Shannon Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 5, 2023, a public hearing will be held on the 10th day of October, 2023, at 10:30 a.m., to consider adoption of an ordinance to approve a Conditional Use Permit to allow a home-based day care for 7-12 children in an R-1, Single-Family Residential Suburban District, property located at 611 Shannon 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 zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

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

WHEREAS, a Conditional Use Permit application was filed on June 20, 2023 to allow a home-based day care for 7-12 children in an R-1, Single-Family Residential Suburban District located at 611 Shannon Street and described as follows:

LOT 11, SHANNON HEIGHTS, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 3, PAGE 307 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on August 17, 2023 and recommended approval of the Conditional Use Permit subject to the following conditions:

1) Submittal of a compliant legible site plan to Planning & Zoning staff;
2) Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3) Hours of operation are limited to Monday through Friday, 6 AM to 12 AM;
4) Any changes in the scope of operations (hours of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval; and
5) Compliance with Engineering, Traffic Engineering, Urban Forestry and Fire Comments, as noted in the staff report, as well as permitting of any proposed or required improvements.

WHEREAS, the City Council finds that the Conditional Use Permit request:

A. Is consistent with all applicable requirements of the Unified Development Code (UDC), including:
    a. Any applicable development standards; and
    b. Any applicable use regulations
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property; and
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission considered:
    a. The location, type and height of buildings or structures;
    b. The type and extent of landscaping and screening;
    c. Lighting;
    d. Hours of operation; and
    e. Other conditions that might require mitigation of the adverse impacts of the proposed development.
E. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
F. Is designed to minimize the impact on storm water facilities;
G. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
H. Shall not be detrimental to or endanger the public health, safety or general welfare.
I. The proposed use will meet City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1) Submittal of a compliant legible site plan to Planning & Zoning staff;
2) Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3) Hours of operation are limited to Monday through Friday, 6 AM to 12 AM;
4) Any changes in the scope of operations (hours of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval; and
5) Compliance with Engineering, Traffic Engineering, Urban Forestry and Fire Comments, as noted in the staff report, as well as permitting of any proposed or required improvements.

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 10th 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 Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 13th 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 611 Shannon Street.

The proposed amendment will approve a Conditional Use Permit. The owner of said property has applied for a Conditional Use Permit to allow a home-based day care for 7-12 children in an R-1, Single-Family Residential Suburban District. If approved, the Conditional Use Permit will allow a home-based day care for 7-12 children in an R-1, Single-Family Residential Suburban District subject to the following proposed conditions: 1. Submittal of a compliant legible site plan to Planning & Zoning staff; 2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall; 3. Hours of operation are limited to Monday through Friday, 6 AM to 12 AM; 4. Any changes in the scope of operations (hours of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval; and 5. Compliance with Engineering, Traffic Engineering, Urban Forestry and Fire Comments, as noted in the staff report, as well as permitting of any proposed or required improvements.

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 Conditional Use Permit application was filed on June 20, 2023 to allow a home-based day care for 7-12 children in an R-1, Single-Family Residential Suburban District located at 611 Shannon Street and described as follows:

LOT 11, SHANNON HEIGHTS, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 3, PAGE 307 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on August 17, 2023 and recommended approval of the Conditional Use Permit subject to the following conditions:

1) Submittal of a compliant legible site plan to Planning & Zoning staff;
2) Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3) Hours of operation are limited to Monday through Friday, 6 AM to 12 AM;
4) Any changes in the scope of operations (hours of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval; and
5) Compliance with Engineering, Traffic Engineering, Urban Forestry and Fire Comments, as noted in the staff report, as well as permitting of any proposed or required improvements.

WHEREAS, the City Council finds that the Conditional Use Permit request:

A. Is consistent with all applicable requirements of the Unified Development Code (UDC), including:
    a. Any applicable development standards; and
    b. Any applicable use regulations
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property; and
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission considered:
    a. The location, type and height of buildings or structures;
    b. The type and extent of landscaping and screening;

c. Lighting;
d. Hours of operation; and
e. Other conditions that might require mitigation of the adverse impacts of the proposed development.

E. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
F. Is designed to minimize the impact on storm water facilities;
G. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
H. Shall not be detrimental to or endanger the public health, safety or general welfare.
I. The proposed use will meet City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1) Submittal of a compliant legible site plan to Planning & Zoning staff;
2) Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3) Hours of operation are limited to Monday through Friday, 6 AM to 12 AM;
4) Any changes in the scope of operations (hours of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval; and
5) Compliance with Engineering, Traffic Engineering, Urban Forestry and Fire Comments, as noted in the staff report, as well as permitting of any proposed or required improvements.

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

adopted:

**Lisa Lambert, City Clerk**

**Natasha Pleasant**
**611 Shannon Street**
**Council District 5**

**Joel Daves**

# THE CITY OF MOBILE, ALABAMA

## PLANNING & ZONING DEPARTMENT

## MOBILE CITY PLANNING COMMISSION

August 30, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on August 17, 2023 considered the request of Natasha Pleasant for a Conditional Use Permit to allow a home-based day care for 7-12 children in an R-1, Single-Family Residential Suburban District for the property located at 611 Shannon Street.

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

1. Submittal of a compliant legible site plan to Planning & Zoning staff;
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Hours of operation are limited to Monday through Friday, 6 AM to 12 AM;
4. Any changes in the scope of operations (hours of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval; and
5. Compliance with Engineering, Traffic Engineering, Urban Forestry and Fire Comments, as noted in the staff report, as well as permitting of any proposed or required improvements.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 22, 2023

Natasha Pleasant
611 Shannon Street
Mobile, Alabama 36602

Re: 611 Shannon Street
ZON-CUP-002562-2023
Natasha Pleasant
District 5
Conditional Use Permit approval to allow a home-based child daycare for 7-12 children in an R-1, Single-Family Residential Suburban District.

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

At its meeting on August 17, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following findings of fact to support that the Conditional Use Permit request:

A. Is consistent with all applicable requirements of the Unified Development Code (UDC), including:
    a. Any applicable development standards; and
    b. Any applicable use regulations
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property; and
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission considered:
    a. The location, type and height of buildings or structures;
    b. The type and extent of landscaping and screening;
    c. Lighting;
    d. Hours of operation; and
    e. Other conditions that might require mitigation of the adverse impacts of the proposed development.
E. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
F. Is designed to minimize the impact on storm water facilities;

G. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
H. Shall not be detrimental to or endanger the public health, safety or general welfare.
I. The proposed use will meet City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Based on the above findings of fact, the Planning Commission voted to recommend Approval of the Conditional Use Permit to the City Council, subject to the following conditions:

1) Submittal of a compliant legible site plan to Planning & Zoning staff;
2) Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3) Hours of operation are limited to Monday through Friday, 6 AM to 12 AM;
4) Any changes in the scope of operations (hours of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval; and
5) Compliance with Engineering, Traffic Engineering, Urban Forestry and Fire Comments, as noted in the staff report, as well as permitting of any proposed or required improvements.

The advertising fee for this application based on the current legal description is $374.68. 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

# In Favor Of / Opposition Form

Natasha Pleasant

Application File Number/Name ZON-CUP-002562-2023

| Name | Address/Phone | For | Against |
|---|---|---|---|
| Clara Dewitt | 2462 Lilac Ave. 251-478-9149 | | X |
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## York, Marie

**From:** natasha pleasant <npleasant72@gmail.com>
**Sent:** Thursday, August 10, 2023 8:58 AM
**To:** York, Marie
**Subject:** Re: Daycare Hours of Operation
**Attachments:** image001.jpg

**CAUTION:** External Email

Yes ma'am My hours of operation is Monday-Friday 6am-12am

On Thu, Aug 10, 2023, 8:53 AM York, Marie <marie.cross@cityofmobile.org> wrote:

> Ms. Pleasant –
>
> Good morning!
>
> Staff is finishing reports for next week's Planning Commission meeting, and I do not see what your hours of operation are. Can you please provide me this information to be included in the staff report?
>
> Thank you,
>
> **Marie York**
>
> Principal Planner
>
> Planning & Zoning
>
> Build Mobile
>
> marie.york@cityofmobile.org
>
> (251) 208-5895

# COMMNITY MEETING SUMMARY

## FOR: 611 SHANNON STREET

Three neighbors attended this community meeting held at the main branch of the Mobile Public library located in downtown Mobile, Alabama.

The main concern of the neighbors was:

1. The increase in traffic

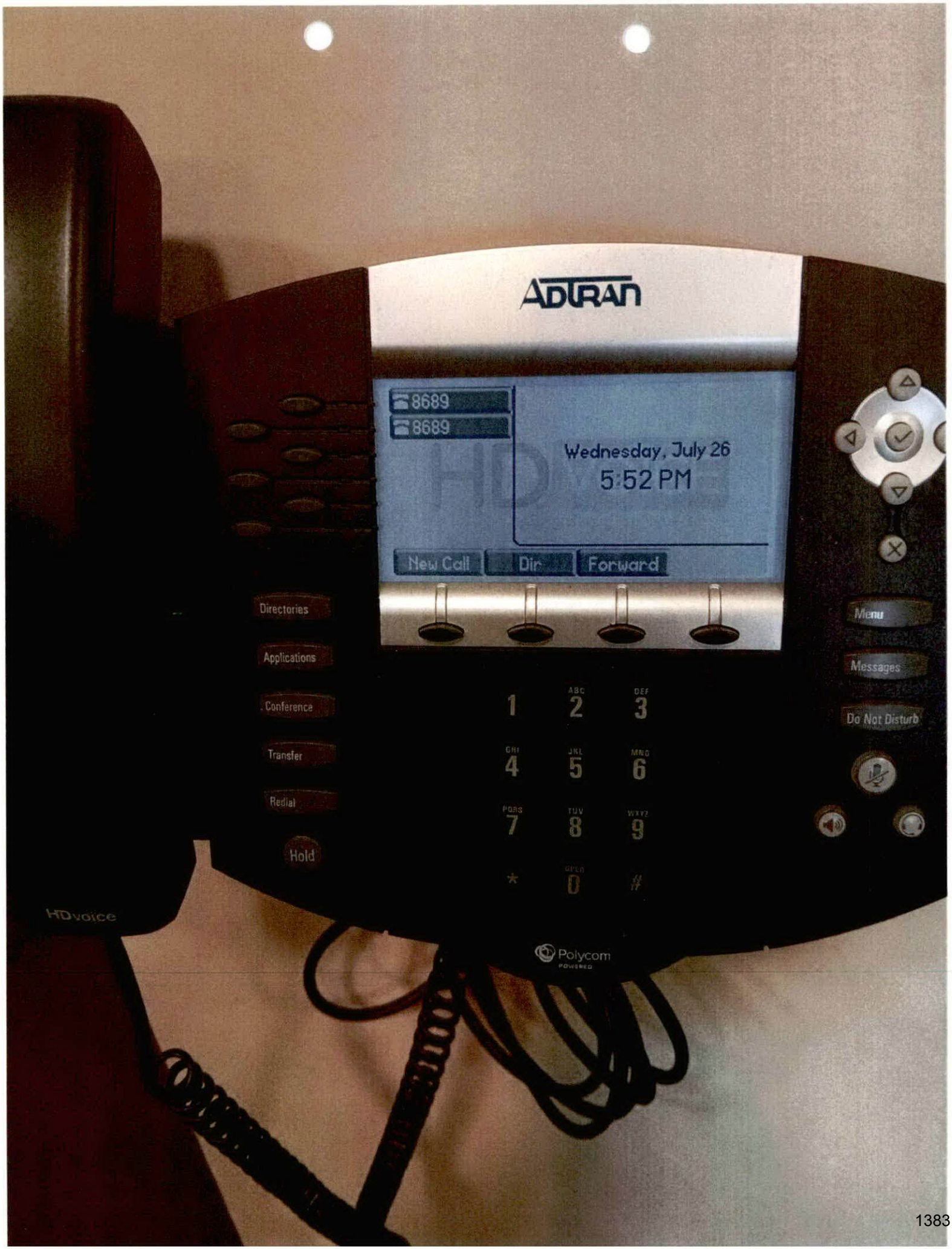
The neighbors in attendance lived in the back of the 611 Shannon Street property on Iris Avenue. Therefore, they will not be affected by the traffic flow at all.

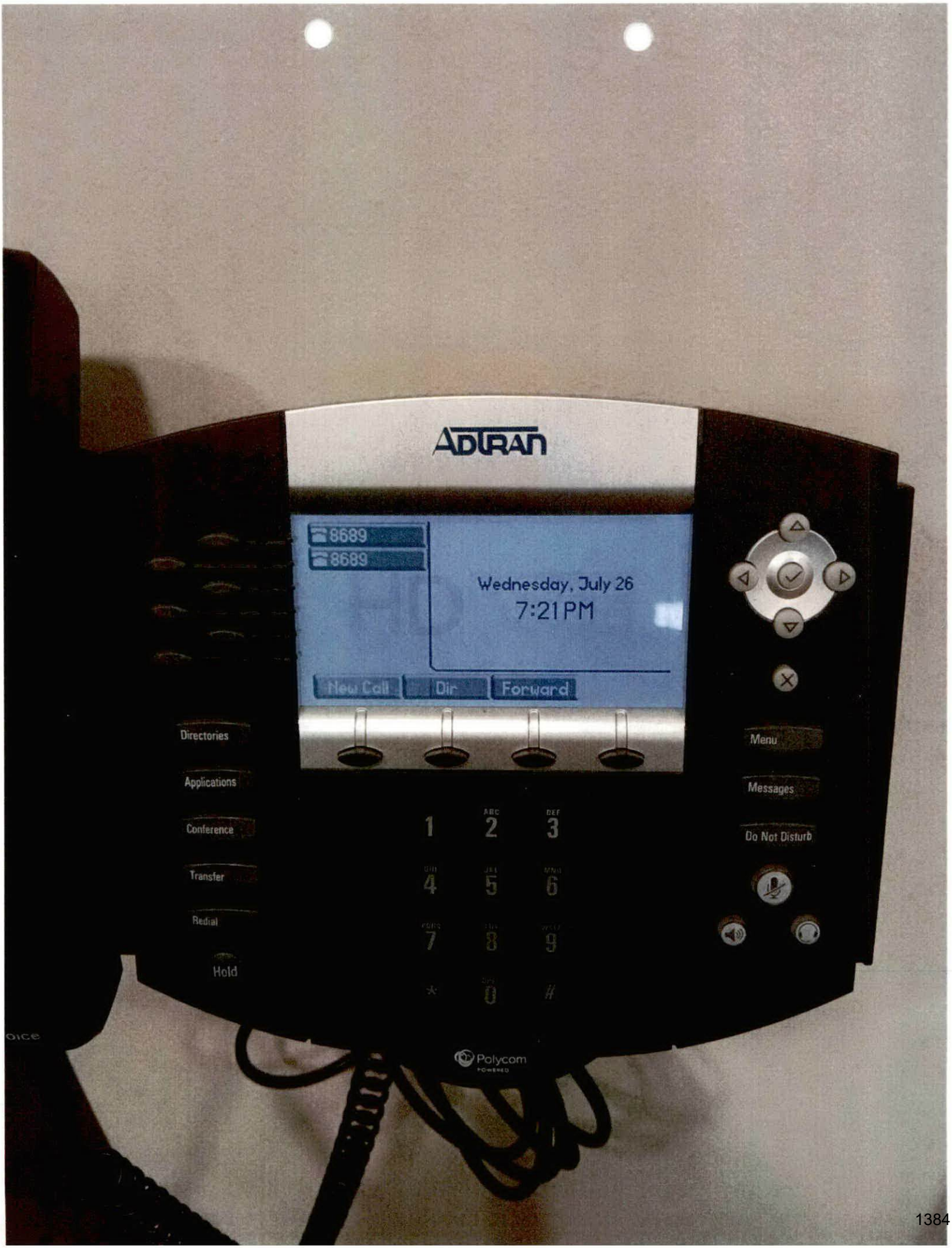
However, to address the issue concerning the traffic flow the blueprints were used to demonstrate the required additional parking on Shannon Street and how parents would be required to utilize the additional parking for drop-off and pick up.

## Neighborhood Meeting Sign-In

Meeting Date/Time: June 12, 2023 @ 6pm
Location: Ben Mays Library (Armbrecht-Briskman Meeting Room)
701 Government St Mobile, AL 36602
***Contact Natasha Pleasant 251- 479-5732***

| Name (Print) | Signature | Address | Phone | Email |
|---|---|---|---|---|
| Tom BROOKS | Thom P. Brooks | 706 IRIS AVE | 251-533-4036 | TBROOKS2040@YAHOO.COM |
| Shannon O'Rourke | Shannon O'Rourke | 2458 Lilac Ave | 251-753-4917 | seogarris@outlook.com |
| Patti O'Rourke | Patti O'Rourke | 463 Pinehill Dr | 251-753-0088 | Pborourke@gmail.com |
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ADTRAN
8689
8689
Wednesday, July 26
5:52 PM
New Call
Dir
Forward
Directories
Applications
Conference
Transfer
Redial
Hold
Menu
Messages
Do Not Disturb
1
2 ABC
3 DEF
4 GHI
5 JKL
6 MNO
7 PQRS
8 TUV
9 WXYZ
*
0 OPER
#
HDvoice
Polycom


ADTRAN
8689
8689
Wednesday, July 26
7:21 PM
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Polycom

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 24, 2023

Natasha Pleasant
611 Shannon Street
Mobile, Alabama 36606

Re: 611 Shannon Street
ZON-CUP-002562-2023
Natasha Pleasant
District 5
Conditional Use Permit approval to allow a home-based child daycare for 7-12 children in an R-1, Single-Family Residential Suburban District.

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

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

This application was administratively heldover to the August 17, 2023, Planning Commission meeting.

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 Pappas
Deputy Director of Planning and Zoning


NEIGHBORHOOD MEETING
JULY 26, 2023
6:00PM
701 Government Street
Mobile, AL. 36602
In the Armbrecht-Briskman Meeting Room
Natasha Pleasant
251-479-5732
Applying for a Conditional Use Permit
CONDITIONAL USE REQUESTED
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
251-208-5895


NEIGHBORHOOD MEETING
JULY 26, 2023
6:00PM
701 Government Street
Mobile, AL. 36602
In the Armbrecht-Briskman Meeting Room
Natasha Pleasant
251-479-5732
Applying for a Conditional Use Permit
CONDITIONAL USE REQUESTED
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
251-208-5895

**MOBILE CITY PLANNING COMMISSION**
**June 27, 2023**
**PUBLIC HEARING NOTICE**

Re: 611 Shannon Street
ZON-CUP-002562-2023
Natasha Pleasant
District 5
Conditional Use Permit approval to allow a home-based child daycare for 7-12 children in an R-1, Single-Family Residential Suburban 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.

The proposed application is to allow a home-based daycare for 7-12 children. However, the application does not rezone the property.

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: 611 Shannon Street
ZON-CUP-002562-2023
Natasha Pleasant
District 5
Conditional Use Permit approval to allow a home-based child daycare for 7-12 children in an R-1, Single-Family Residential Suburban District.

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by City Code, 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.

The proposed application is to allow a home-based daycare for 7-12 children. However, the application does not rezone the 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.

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.

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**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:** | Natasha Pleasant | |
| **Firm:** | Pleasant Home Day Care | |
| **Phone:** | 251 479-5732 | |
| **Email:** | npleasant72@gmail.com | |
| **Address:** | 611 Shannon St. Mobile, AL 36606 | |

| | Owner | Design Professional |
|---|---|---|
| Name: | Natasha Pleasant | Mrs. Pocquilla Mc Neely |
| Firm: | Pleasant Home Day Care | 1229 Mobile Street |
| Phone: | 251-479-5732 | Mobile, AL 36617 |
| Email: | npleasant72@gmail.com | info@motifdesignassoc.com |
| Address: | 611 Shannon St. Mobile, AL 36606 | |

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

611 Shannon St. Mobile, AL 36606
Property Address

Property Area (acres or square feet)

RO22909293002035.000
Parcel Number(s) or Key Number(s)

Residential
Present Zoning or Transect District

Commercial
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.

Natasha Pleasant
Owner Signature

6-15-23
Date

Natasha Pleasant
Applicant or Agent Signature (if applicable)

6-15-23
Date

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**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.

Natasha Pleasant
Applicant or Agent Signature

6-15-23
Date

# CHECKLIST A
# Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

The following information is required to evaluate applications for Conditional Use Permits. Please provide a statement for all items.

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Please consult the Use Table in Section 64-2-24 of the UDC as the following uses may require supplemental documentation. Select all of the uses that apply.

| | |
|---|---|
| ☐ Bed and Breakfast Establishments | ☐ Bar/Lounge |
| ☐ Community Residences | ■ Daycare, Child (Home Based 7-12 Children) |
| ☐ Short-Term Rentals | ☐ Private or Parochial School |
| ☐ Above-Ground Oil Storage Tank | ☐ Hazardous Substance Storage Tank |

Have you provided the required information for the selected uses above? ■ Yes ☐ No

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The Following information is required for Conditional Use Permits. Please refer to Section 64-10-6 for a full description of the requirements and verify that the following documentation is provided:

- ■ Planning Commission Application
- ☐ Documentation of compliance with Approval Criteria
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ■ Site Plan
- ■ Neighborhood Meeting Documentation

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1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   The proposal aligns wiht the comprehensive plan map for Mobile by dealing with low income families, ( as stated in the Mobile County comprehensive plan.)

   Yes it does fall in the (FLUM) Designation
   Future Land Use Map (FLUM) Designation

2. Is the application compliant with Development Standards of Article 3? ■ Yes ☐ No
   If no, what are the deficiencies?

3. Describe how the application and plan is compatible with the character of the surrounding neighborhood.
   611 Shannon St. Mobile, AL 36606 is compatiable with the city plans which includes low income families and moderate families of the surrounding neighborhood.

4. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

It will impact the adjacent properties and neighborhood by providing safe child care for surrounding neighborhoods at affordable

5. Please provide the following information:

☑ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
611 Shannon St Mobile, AL 36606. Family dewelling, wood structure wiht siding and height is a least 24 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)
There are hedges and shrubs alined all the way down between the propertys property line on both sides.

☑ Lighting:
There is adequate lighting around the property.

☑ Hours of operation:
6am-12am Monday -Friday

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

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

7. Describe how the proposal is designed to minimize the impact on storm water facilities.
611 Shannon St. Mobile, AL 36606 is not a flood prone area.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?
611 Shannon St Mobile, AL 36606 is served by water and sanitary sewer services by MAWSS

9. 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.
None of the above elements will cause an noxious or offensive problem.

10. For Above-Ground Oil Storage Tanks, please include all information required by Section 64-4-7. For Hazardous Substance Storage Tanks, please include all information required by Section 64-4-8.

# SUPPLEMENTAL DOCUMENTATION
# Daycare, Child (Home Based 7-12 children)

The following information is required to evaluate applications for Conditional Use Permits for Home Based Daycare. Please provide a statement for all items.

1. Is the home the primary residence of the daycare operator? ■ Yes ☐ No

2. Are there additional employees? ■ Yes ☐ No
   If yes, how many and do they reside at the home?
   One and the employee does not reside in the home

## SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. Please provide all the following information as additional documentation.

☑ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.

☑ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

☑ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.

☑ The following minimum amount of off-street parking must be provided:

- ☑ The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
- ☑ One (1) space for each employee who is not a full-time permanent resident of the home; plus
- ☑ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.

☑ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

# NEIGHBORHOOD MEETING DOCUMENTATION

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

**This section applies to any of the following applications:**

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

**Please verify the following documentation is provided:**

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

**Neighborhood Meeting Proceedings:**

1. What was the date and location of the meeting?
   June 12, 2023 @ 701 Government St. Mobile, AL 36602

2. What information was presented at the meeting?
   None- The items that would have been discussed was the site plan of the child care building and the increase in the number of children.

3. What concerns were raised during the meeting?
   None- Do to the absents of the attendees.

4. Were any modifications made or considered in response to the concerns raised at the meeting?
   No response was raised due to the absents of the attendees.

No one showed up for the neighborhood meeting. N.P.

## Neighborhood Meeting Sign-In

Meeting Date/Time: June 12, 2023 @ 6pm

Location: Ben Mays Library (Armbrecht-Briskman Meeting Room)

701 Government St Mobile, AL 36602

***Contact Natasha Pleasant 251- 479-5732***

| Name (Print) | Signature | Address | Phone | Email |
|---|---|---|---|---|
| Natasha Pleasant | Natasha Pleasant | 411 Shannon St. Mobile, AL 36606 | (251) 401-2831 | npleasant720gmail.com |
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NEIGHBORHOOD
MEETING
JUNE 12, 2023
6:00PM
701 Government Street
Mobile, AL. 36602
In the Armbrecht-Briskman
Meeting Room
Natasha Pleasant
251-479-5732




**June 2, 2023 4:54 PM** Edit

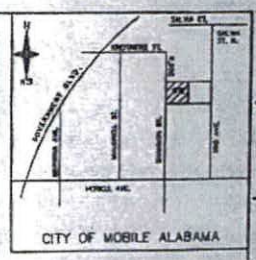
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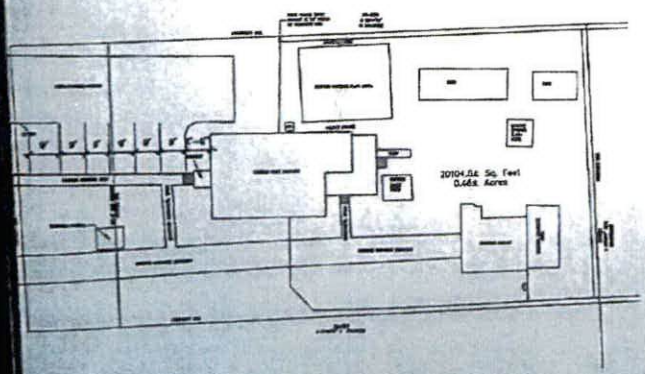
**SM-A146U**

6.37 MB | 3060x4080 | 12MP

F1.8 | 0.0ev | 1/143 s | 26mm | ISO 20




LOCATION MAP
N.T.S.




ARCHITECTURAL SITE PLAN
PREPARED FOR

GENERAL SITE PLAN NOTES

- ALL DIMENSIONS ARE IN FEET UNLESS NOTED OTHERWISE.
- EXISTING LAND SURVEY, BUILDING SIZE AND PLACEMENT PROVIDED BY THE OWNER.
- THIS DRAWING HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE OWNER FOR THE PURPOSE EXPRESSLY NOTIFIED TO THE DESIGNER. ANY OTHER PERSON OR ENTITY WHO USES OR REUSES THE PLAN WITHOUT THE DESIGNER'S CONSENT DOES SO AT THEIR OWN RISK & NO RESPONSIBILITY IS ACCEPTED BY THE DESIGNER FOR SUCH USE OR RELIANCE.
- THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION.
- ANY CONFLICTS, DIMENSIONS, OR INCONSISTENCIES ON THIS DRAWING AND ANY VARIATIONS OR DISCREPANCIES BETWEEN THE DRAWINGS AND ACTUAL SITE AND CONSTRUCTION CONDITIONS AND/ OR REQUIREMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER.

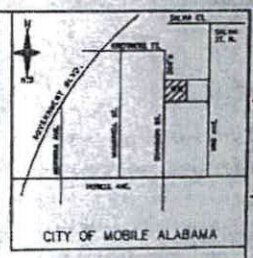
OWNER:

DESIGNER:

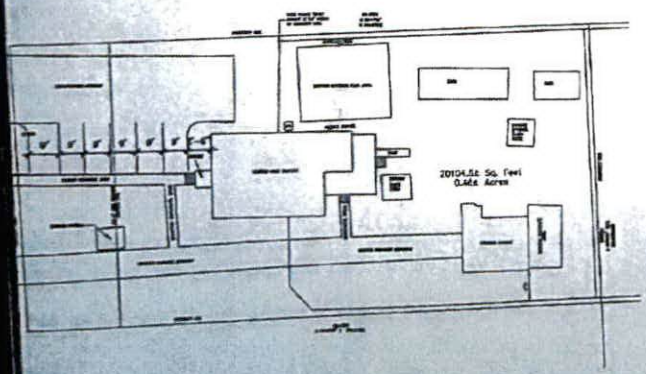
DESCRIPTION:

PLEASANT RESIDENCE
611 SHANNON STREET
MOBILE, AL 36606

AL1.1




LOCATION MAP
N.T.S.




GENERAL SITE PLAN NOTES

- ALL DIMENSIONS ARE IN FEET UNLESS NOTED OTHERWISE.
- EXISTING LAND SURVEY, BUILDING SIZE AND PLACEMENT PROVIDED BY THE OWNER.
- THIS DRAWING HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE OWNER FOR THE PURPOSE EXPRESSLY NOTED TO THE DESIGNER. ANY OTHER PERSON OR ENTITY WHO USES OR REUSES THE PLANS WITHOUT THE DESIGNER'S EXPRESS WRITTEN CONSENT SHALL DO SO AT SUCH OWN RISK AT NO RESPONSIBILITY IS ASSUMED BY THE DESIGNER FOR SUCH USE OR REUSE.
- THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION.
- ANY ERRORS, OMISSIONS, OR INCONSISTENCIES ON THIS DRAWING AND ANY VARIATIONS OR AMBIGUITIES BETWEEN THE DRAWINGS AND ACTUAL SITE AND CONSTRUCTION CONDITIONS AND/OR REQUIREMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER.

ARCHITECTURAL SITE PLAN
PREPARED FOR

OWNER:
[illegible]

PREPARED BY

DESIGNER:
[illegible]

DESCRIPTION:
[illegible]

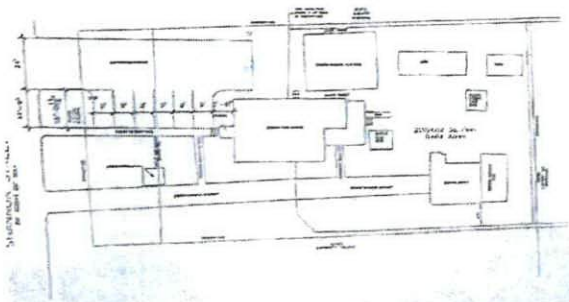
PLEASANT RESIDENCE
611 SHANNON STREET
MOBILE, AL 36606

AL1.1

1400



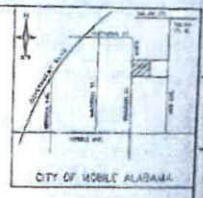

LOCATION MAP



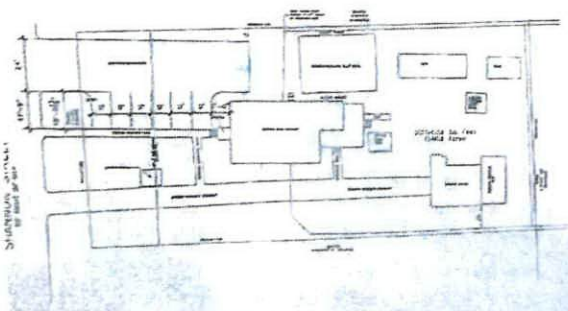
GENERAL SITE PLAN NOTES

ARCHITECTURAL SITE PLAN

PLEASANT RESIDENCE




LOCATION MAP



GENERAL SITE PLAN NOTES

ARCHITECTURAL SITE PLAN

PLEASANT RESIDENCE

Jakayla & Nakia Isaac
3347 Winford Dr
Mobile, AL 36619

Charles M. Bowen
3308 Hilcrest Ln
Mobile, AL 36693

Barbara & Leland Jones
5254 Lott Road
Eight Mile, AL 36613

Andrew & Nancy Tanner
114 Ridgelawn Dr. E
Mobile, AL 36608

Heyer Properties, LLC
1356 Dauphin St
Mobile, AL 36604

Alex Calvillo
2308 East Rd
Mobile, AL 36693

David & Brenda Harrub
33500 Harrub Ln
Spanish Fort, AL 36527

Richard & Rebecca Scott
C/O Big Mac LLC
3975 Pinebrook Dr. S
Mobile, AL 36608

Delonica Johnson
816 Ingleside Dr.
Mobile, AL 36608

Jackie Ludgood
2559 Kreitner St
Mobile, AL 36606

Brandon McIntosh
709 Iris Av
Mobile, AL 36606

Timothy Poellnitz
707 Iris St
Mobile, AL 36606

Nina M. Lucky
705 Iris Av
Mobile, AL 36606

Nick & Iphigenia Lukes
2461 Lilac Av
Mobile, AL 36606

Carl K. Christopher
2464 Lilac Av
Mobile, AL 36606

Patricia & Willie Stewart
2513 Salvia Ct
Mobile, AL 36606

Barbara Butler
2511 Salvia Ct
Mobile, AL 36606

Jeremiah Ward
2507 Salvia Ct
Mobile, AL 36606

Samuel Brown, Jr.
2503 Salvia Ct
Mobile, AL 36606

Katina Jackson
P.O. Box 1066
Mobile, AL 36633

Christopher Hetherington
1469 Houston St
Mobile, AL 36606

Bennie M. Lyons
614 Iris Av
Mobile, AL 36606

Burton & Nina Johnson
616 Iris Av
Mobile, AL 36606

Thomas P. Brooks
706 Iris Av
Mobile, AL 36606

Felisha & Clinton Carstarphen
708 Iris Av
Mobile, AL 36606

Donald L. Cooper, Jr.
710 Iris Av
Mobile, AL 36606

Isadore Williams
712 Iris Av
Mobile, AL 36606

Kyley R. Dalby
659 Shannon St
Mobile, AL 36606

Wanda Rochelle Seltzer
653 Shannon St
Mobile, AL 36606

Beaufort Lynn Nye
651 Shannon St
Mobile, AL 36606

Easy Peel Labels
Use Avery® TEMPLATE 5160®



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See Instruction Sheet for Easy Peel Feature



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Edward & Patricia Britt
10175 Browning Place Ct
Mobile, AL 36608

John & Pamela Lane
2550 Kreitner St
Mobile, AL 36606

Ashley Lynn Johnson
Penny Marie Townsend
2556 Kreitner St.
Mobile, AL 36606

Johnielle Barren
Devita Barren
600 Shannon St
Mobile, AL 36606

Michael Jerome Hill
606 Shannon St
Mobile, AL 36606

Kevin Snyder
608 Shannon St
Mobile, AL 36606

Randolph O. Stidham
610 Shannon St
Mobile, AL 36606

Kirk Douglas
Aretha McMeans
653 Mandrell St
Mobile, AL 36606

John Anthony Guy
651 Mandrell St
Mobile, AL 36606

Kenneth Powell, Sr.
609 Mandrell St.
Mobile, AL 36606

Lamar Jackson, Sr.
605 Mandrell St
Mobile, AL 36606

Brenda Brown, Ferdinand Ronald, Sr.
Donald Carmenetta, Annette Morales
2503 Salvia Ct
Mobile, AL 36606

Natasha Pleasant
611 Shannon St.
Mobile, AL 36606



Étiquettes faciles à peler

# Agenda Item # 1 - HOLDOVER

ZON-CUP-002562-2023

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

**Applicant Materials for Consideration**

## DETAILS

**Location:**
611 Shannon Street

**Property Owner:**
Natasha Pleasant

**Current Zoning:**
R-1, Single-Family Residential Suburban

**Future Land Use:**
Low Density Residential

**Applicable Codes, Policies, and Plans:**

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

**Proposal:**

- Conditional Use Permit to allow a home-based daycare with up to 12 children in an R-1, Single-Family Suburban District.

**Commission Considerations:**

1. To allow a home-based daycare with three (3) conditions.

**Report Contents:** **Page**

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Site History ..... 3
Staff Comments ..... 3
Commission Considerations ..... 5
Exhibits ..... 8

# PLANNING COMMISSION
## VICINITY MAP - EXISTING AERIAL




The site is surrounded by single family residential units.

APPLICATION NUMBER 1 DATE August 17, 2023

APPLICANT Natasha Pleasant

REQUEST Conditional Use

N

NTS

## HOLDOVER COMMENTS

The application was heldover from the Planning Commission's July 20th meeting allow the applicant to hold a compliant neighborhood meeting, with compliant notifications. The applicant has since had a compliant neighborhood meeting, with all of the required notices being provided. The applicant has provided the required documentation from the neighborhood meeting, which indicates that three (3) individuals attended.

## SITE HISTORY

The subject site was before the Planning Commission at its November 17, 2022 meeting as part of a 2-lot Subdivision, which was approved and subsequently recorded in Probate Court.

The site has never been before the Board of Adjustment.

## STAFF COMMENTS

### Engineering Comments:

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 64-6 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.

The adopted fire code of the City of Mobile, International Fire Code 2021 Edition, defines a commercial daycare as an I-4 occupancy -definition- buildings and structures occupied by more than five persons of any age who receive custodial care for less than 24 hours by persons other than parents or guardians; relatives by blood, marriage, or adoption; and in a place other than the home of the person cared for.

The adopted Fire Code states that all Group I occupancies require a sprinkler system to be installed.

There is an exception to this rule, which states that a sprinkler system is not required if the day care is at the level of exit discharge and where every room where care is provided has not fewer than one exterior exit door. This exception changes the occupancy classification to that of an E-day care facility.

Whether the classification is that of an I or E providing care for more than 5 children makes the facility a commercial business and will require building permits to meet all code requirements. A pre-development meeting is recommended to assist the owner in understanding what will be required to open such a facility inside a private residence.

## Planning Comments:

It should be noted that the applicant submitted a site plan with their application, however many of the notes on the site plan are illegible, therefore, if approved, the applicant should be required to provide a legible site plan to staff.

The applicant wishes to operate a home-based daycare with up to twelve (12) children. Home-based daycares are required to provide off-street parking spaces in the amount of two (2) per dwelling unit, one (1) per each employee who does not live at the location, and one (1) space for every three (3) children. The applicant states there will be one (1) employee who does not live at the location, making for a minimum of seven (7) spaces being required. The site plan submitted depicts six (6) parking spaces in addition to a driveway that appears to terminate in a garage which can accommodate two (2) vehicles for the dwelling, thus providing compliant parking. The site plan also depicts compliant access and maneuvering spaces for the proposed parking spaces. It should be noted that none of the parking spaces are shown as being handicap accessible, as may be required by Building Code.

The applicant has advised that the hours of operation for the daycare will be Monday through Friday, 6 AM to 12 AM. It should be noted that if the applicant wishes to increase their hours of operation in the future, a new Conditional Use Permit application will be required.

Home-based daycares are required to have an outdoor play area enclosed by a four-foot (4') tall fence or wall. As mentioned previously, the site plan submitted is difficult to read, therefore it is difficult to determine if the applicant will comply with this requirement. If approved, a site plan clearly depicting a compliant outdoor play area will be required.

It should be noted that if approved, the proposed daycare will be required to comply with Building, Plumbing, Electrical, and Mechanical Codes, in addition to Fire and Health Department requirements, with all appropriate permits and inspections.

## CONDITIONAL USE PERMIT CONSIDERATIONS

### Standards of Review:

Conditional Use Permits (CUPs) are required for certain uses in the Use Table (Table 64-2-24.1). These uses may have some special impact which differs from the potential impacts of permitted uses, such as exceeding permitted uses in intensity, or have unique requirements specified for compliance in the Unified Development Code (UDC).

Article 5, Section 6-E. of the Unified Development Codes states the City Council shall not approve an Application for Conditional Use Permit unless the proposed use:

1. Is consistent with all applicable requirements of this Chapter, including:

   (a) Any applicable development standards; and
   (b) Any applicable use regulations.

2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
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. In making this determination, the Planning Commission and City Council shall consider:

   (a) The location, type and height of buildings or structures;
   (b) The type and extent of landscaping and screening;
   (c) Lighting;
   (d) Hours of operation; and
   (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.

5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. 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.
11. Criteria by Use. The Planning Commission and City Council shall give careful consideration to the warrants and criteria set forth in this section in judging applications for Conditional Use Permits

involving the following uses. In considering a Conditional Use Permit, the Planning Commission and City Council may attach such reasonable conditions and safeguards in addition to those set forth in this section, as they may deem necessary to implement the purposes of this Chapter.

In addition to the general standards of review above, there are criteria specific to home-based daycares with between 7-12 children, which include:

1. All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.
2. The following minimum amount of off-street parking must be provided:

   (a) The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
   (b) One (1) space for reach employee who is not a full-time permanent resident of the home; plus
   (c) One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.

3. The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required by applicable regulations of the Department of Human Resources.
4. The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required by applicable regulations of the Department of Human Resources.
5. The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height.
6. The home must be the primary residence of the operator of the daycare.

**Considerations:**

Based on the requested Conditional Use Permit application, if the Commission and City Council consider approval of the request, the following findings of fact must be present. The application:

1. Is consistent with all applicable requirements of this Chapter, including:

   (a) Any applicable development standards; and
   (b) Any applicable use regulations.

2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
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. In making this determination, the Planning Commission and City Council shall consider:

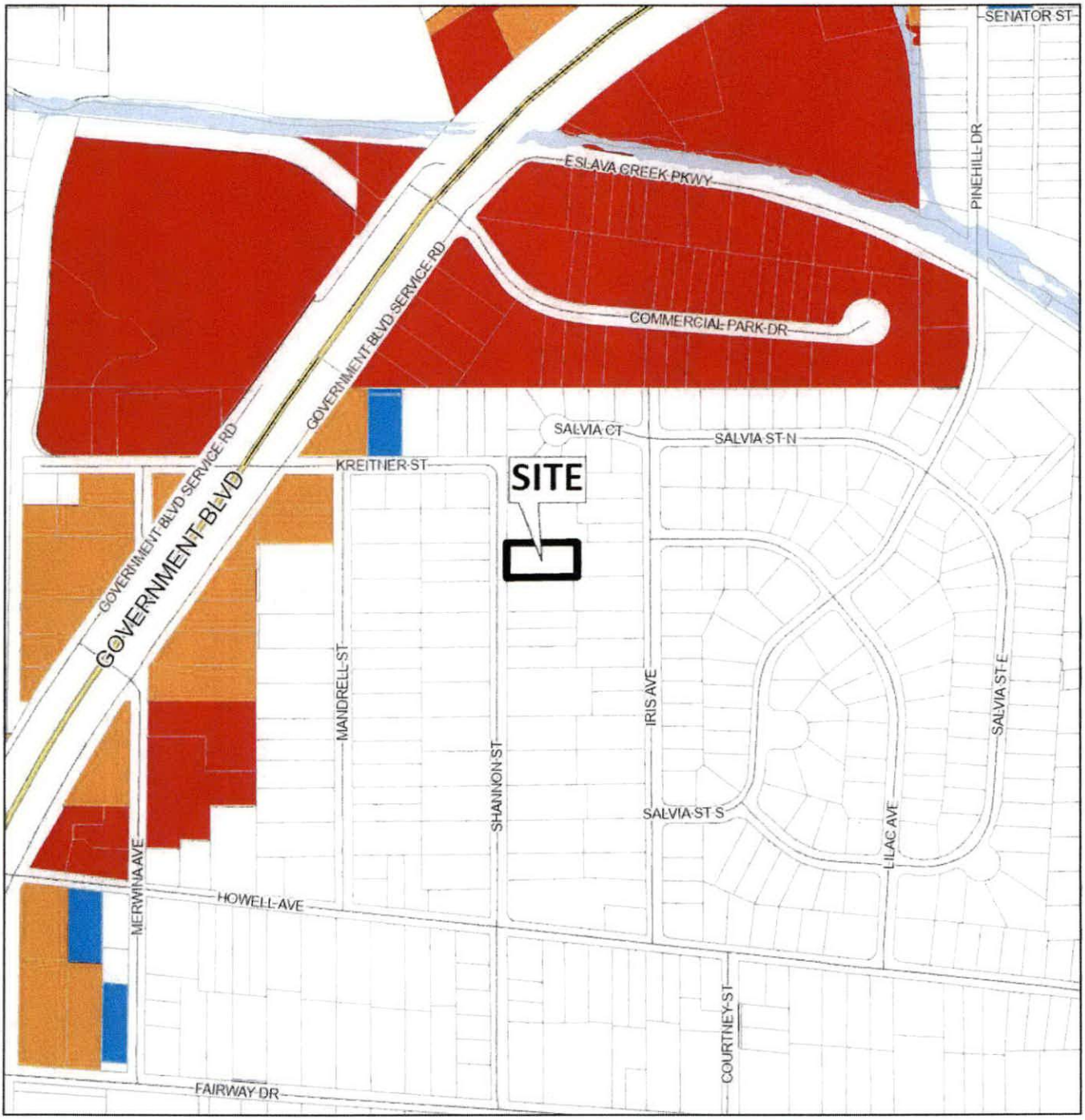
   (a) The location, type and height of buildings or structures;
   (b) The type and extent of landscaping and screening;
   (c) Lighting;
   (d) Hours of operation; and
   (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.

5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

If the application is considered for approval, it should be subject to the following conditions:

1) Submittal of a compliant legible site plan to Planning & Zoning staff;
2) Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3) Hours of operation are limited to Monday through Friday, 6 AM to 12 AM; and
4) Any changes in the scope of operations (hours of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval.

# LOCATOR ZONING MAP




APPLICATION NUMBER 1 DATE August 17, 2023

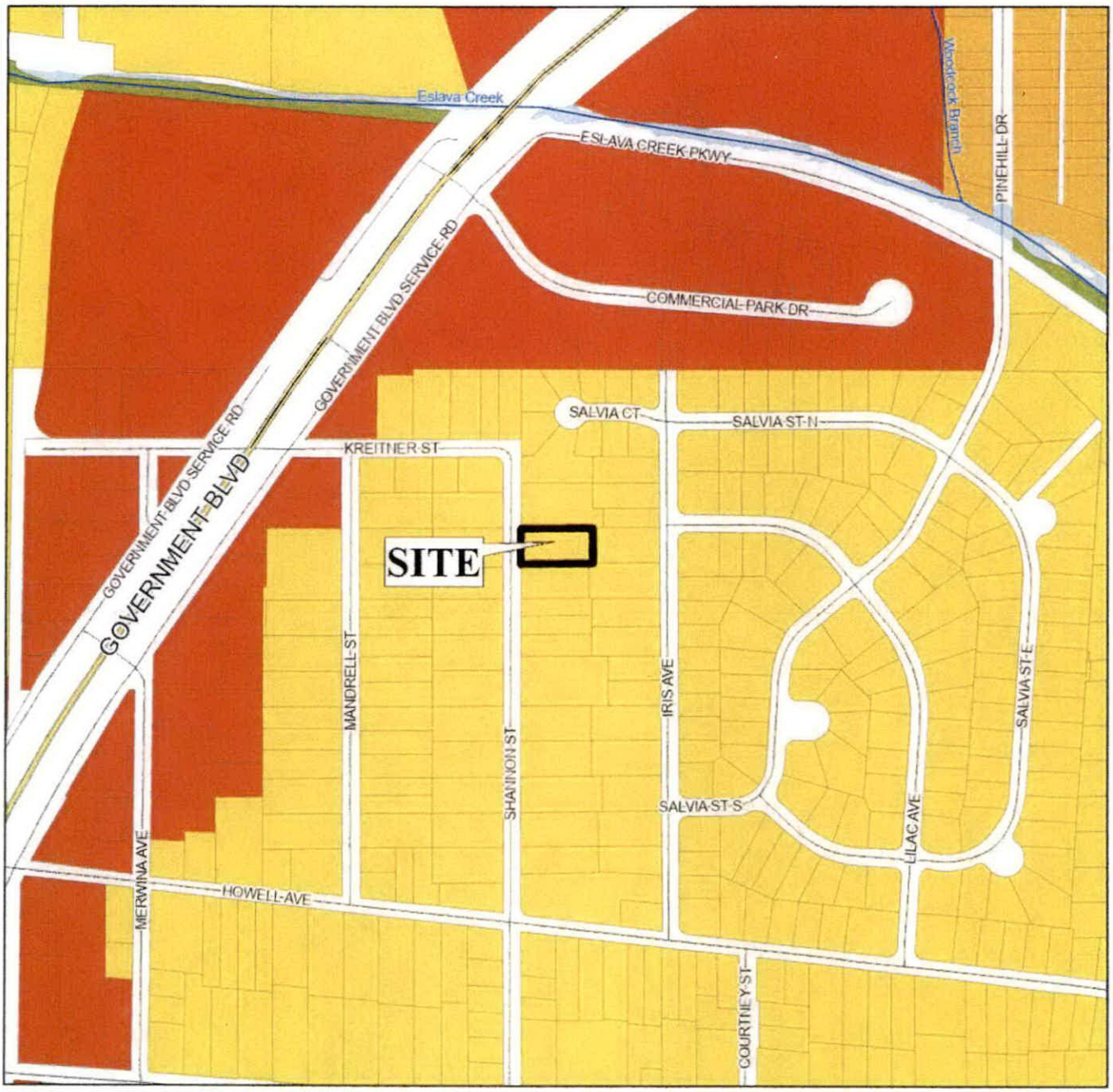
APPLICANT Natasha Pleasant

REQUEST Conditional Use

N

NTS

# FLUM LOCATOR MAP




APPLICATION NUMBER 1 DATE August 17, 2023

APPLICANT Natasha Pleasant

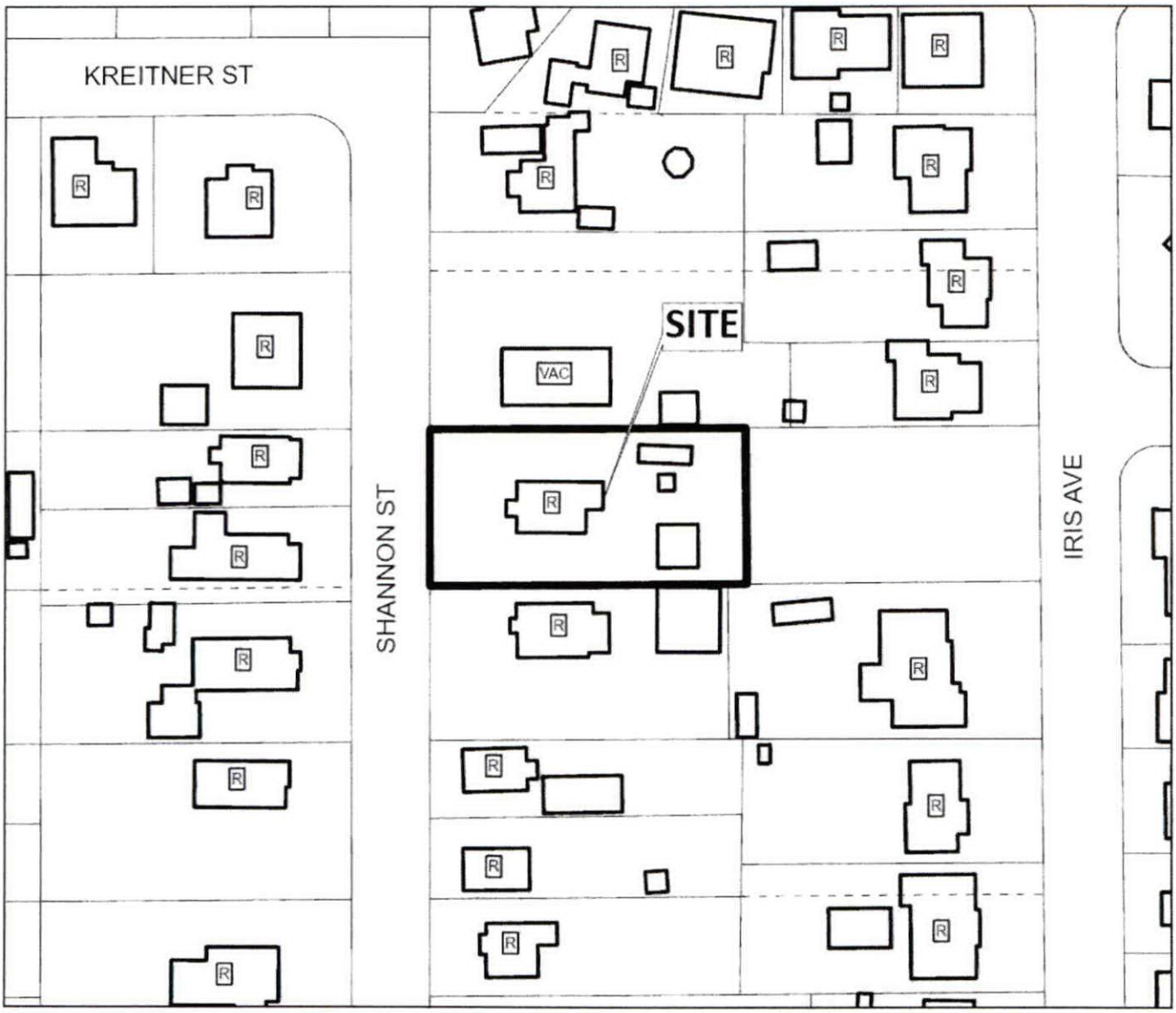
REQUEST Conditional Use

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

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# PLANNING COMMISSION
## VICINITY MAP - EXISTING ZONING




The site is surrounded by single family residential units.

APPLICATION NUMBER 1 DATE August 17, 2023

APPLICANT Natasha Pleasant

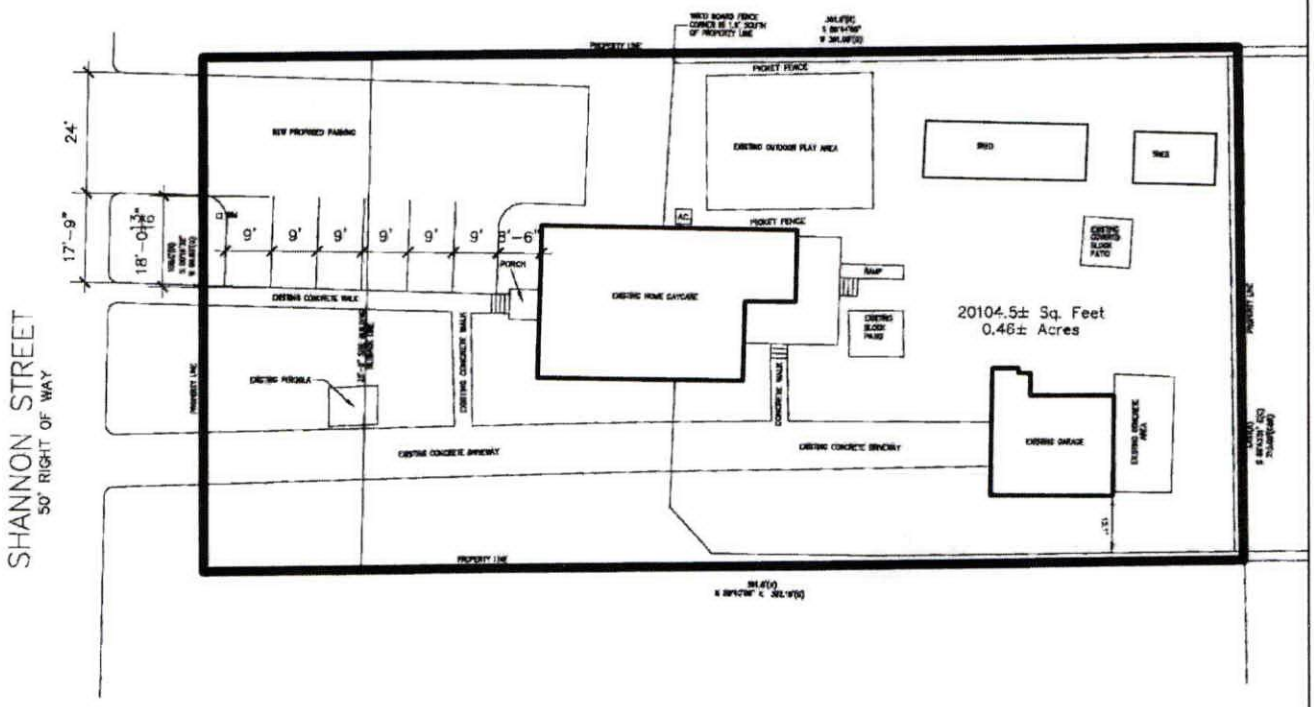
REQUEST Conditional Use

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 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 existing buildings, play area, driveway, and proposed new parking.

| | |
|---|---|
| APPLICATION NUMBER 1 DATE August 17, 2023 | N |
| APPLICANT Natasha Pleasant | |
| REQUEST Conditional Use | 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)

## LOW DENSITY RESIDENTIAL (LDR)

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

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

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

Planning Commission
July 20, 2023

# Agenda Item #: 10

ZON-CUP-002562-2023

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

**Applicant Materials for Consideration**

## DETAILS

**Location:**
611 Shannon Street

**Property Owner:**
Natasha Pleasant

**Current Zoning:**
R-1, Single-Family Residential Suburban

**Proposed Zoning (as applicable):**
N/A

**Future Land Use:**
Low Density Residential

**Applicable Codes, Policies, and Plans:**

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

**Proposal:**

- Conditional Use Permit to allow a home-based daycare with up to 12 children in an R-1, Single-Family Suburban District.

**Commission Considerations:**

1. Holdover

**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 single family residential units.

APPLICATION NUMBER 10 DATE July 20, 2023

APPLICANT Natasha Pleasant

REQUEST Conditional Use

N

NTS

## SITE HISTORY

The subject site was before the Planning Commission at its November 17, 2022 meeting as part of a 2-lot Subdivision, which was approved and subsequently recorded in Probate Court.

The site has never been before the Board of Adjustment.

## STAFF COMMENTS

### Engineering Comments:

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 64-6 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.

The adopted fire code of the City of Mobile, International Fire Code 2021 Edition, defines a commercial daycare as an I-4 occupancy -definition- buildings and structures occupied by more than five persons of any age who receive custodial care for less than 24 hours by persons other than parents or guardians; relatives by blood, marriage, or adoption; and in a place other than the home of the person cared for.

The adopted Fire Code states that all Group I occupancies require a sprinkler system to be installed.

There is an exception to this rule, which states that a sprinkler systems is not required if the day care is at the level of exit discharge and where every room where care is provided has not fewer than one exterior exit door. This exception changes the occupancy classification to that of an E-day care facility.

Whether the classification is that of an I or E providing care for more than 5 children makes the facility a commercial business and will require building permits to meet all code requirements. A pre-development meeting is recommended to assist the owner in understanding what will be required to open such a facility inside a private residence.

## Planning Comments:

The applicant is requesting a Conditional Use Permit to allow a home-based daycare to have up to twelve (12) children in an R-1, Single-Family, Residential Suburban district. The applicant currently runs a home daycare at the subject site, but is limited to a maximum of 5 children.

Conditional Use Permit applications require the applicant to have a neighborhood meeting at least 21 days prior to the Planning Commission public hearing. As part of the notification requirements for the neighborhood meeting, the Unified Development Code (UDC) requires a sign to be posted and include the following information:

(1) Type of Application (Rezoning, Conditional Use, Planned Development);
(2) Applicant or Agent's valid phone number; and
(3) The time, date and location of the Neighborhood Meeting.

As required, the applicant submitted photos of the sign placed on the property to advise nearby residents of the meeting. Upon review, it was noticed that the sign did not state what type of application is to be considered. It should be noted that while the applicant did have a two-hour block reserved in a conference room at the Ben May Library, and was available to speak to neighbors, nobody attended.

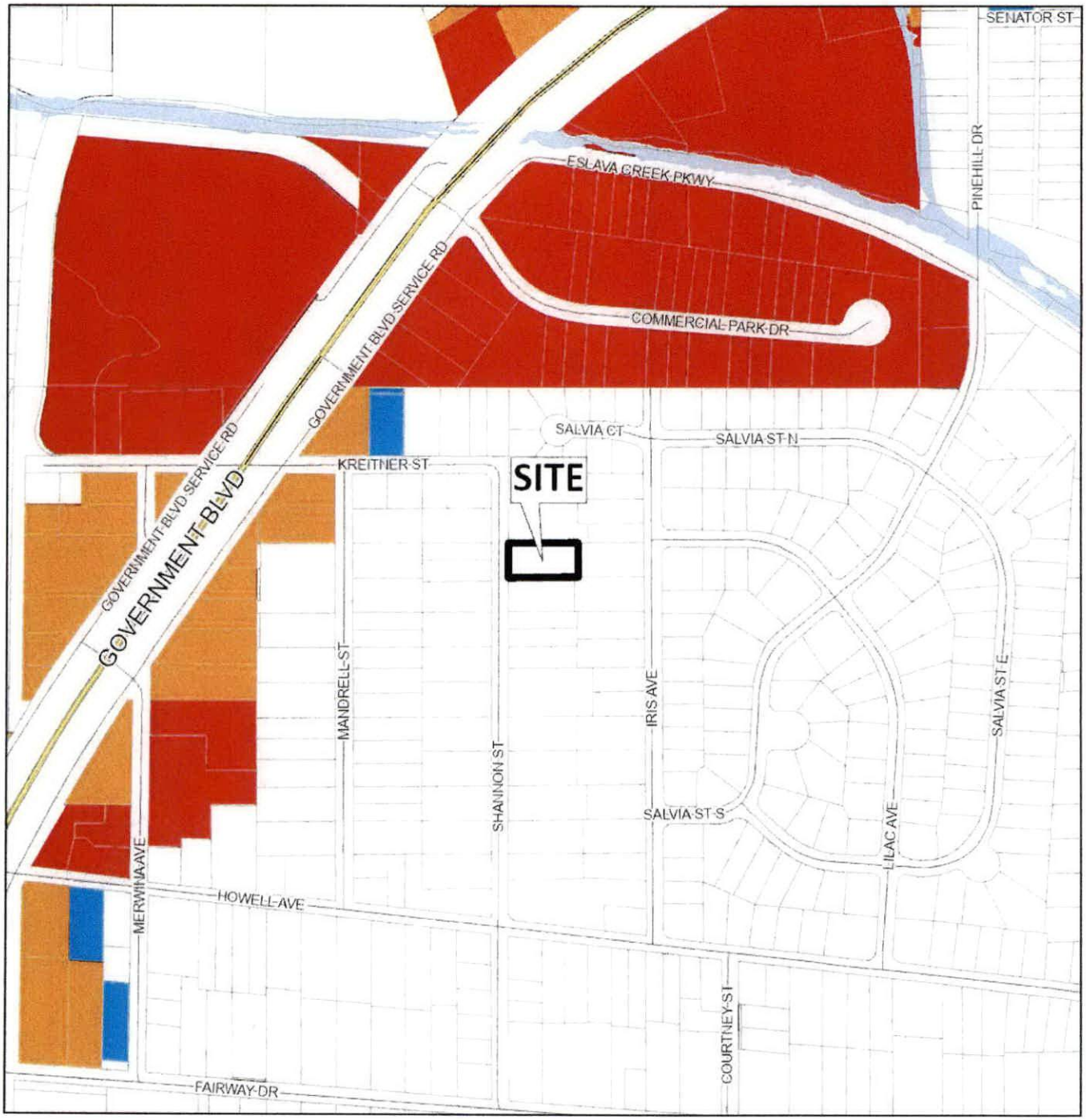
As the sign placed on the property was not compliant with the UDC, the Planning Commission cannot consider this application. Staff has advised the applicant of the need to hold a second neighborhood meeting, with proper notifications. The applicant was able to mail out letters to the required property owners to advise them of a second neighborhood meeting, so that the application can be considered at the August 17th meeting.

## CONDITIONAL USE PERMIT CONSIDERATIONS

### Considerations:

The Planning Commission cannot consider the subject application at this time, due to non-compliant notification of the neighborhood meeting being provided. The application should be heldover to the August 17th agenda to allow the applicant to hold a compliant neighborhood meeting, with compliant notifications.

# LOCATOR ZONING MAP




APPLICATION NUMBER 10 DATE July 20, 2023

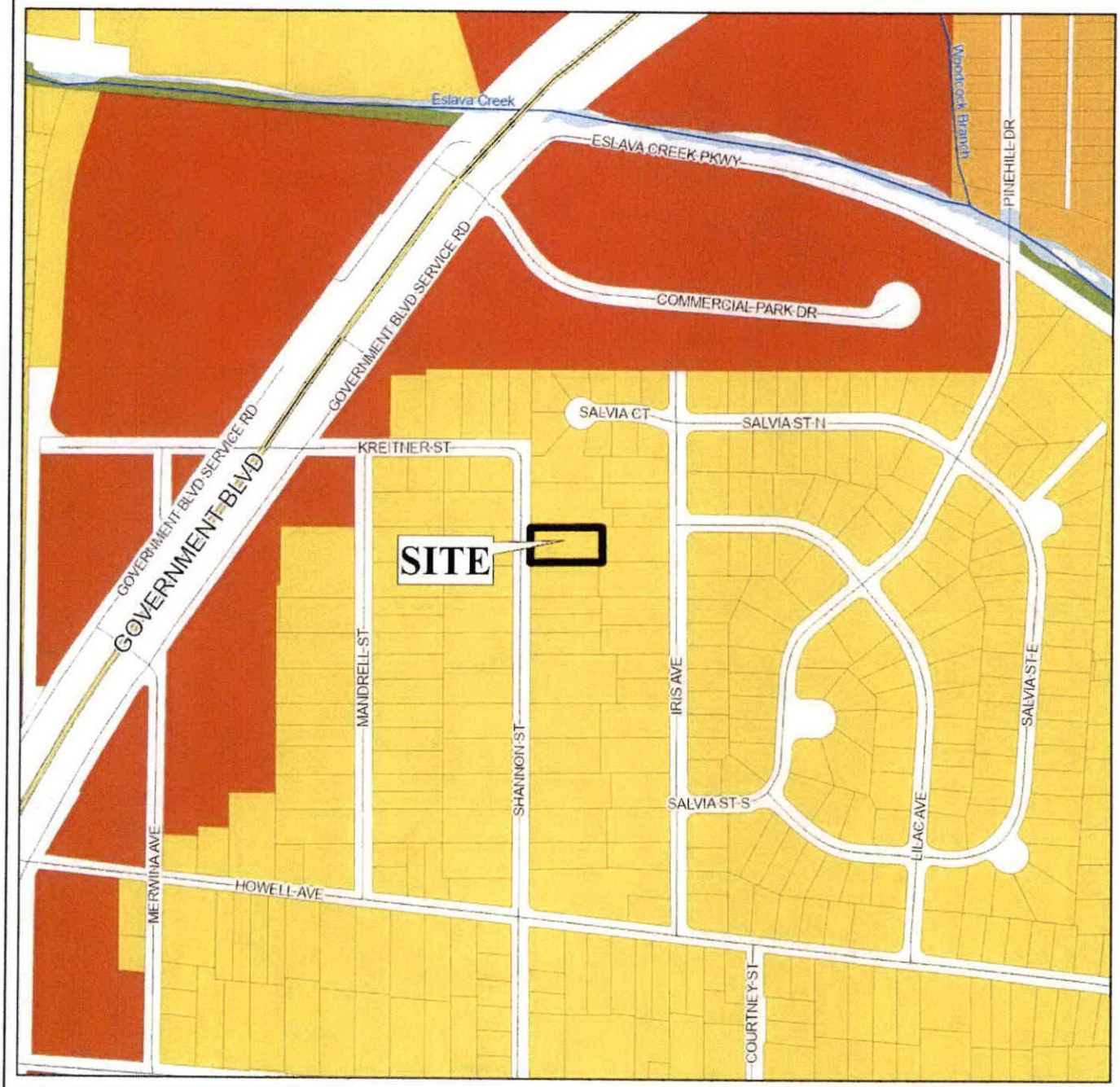
APPLICANT Natasha Pleasant

REQUEST Conditional Use

N

NTS

# FLUM LOCATOR MAP




APPLICATION NUMBER 10 DATE July 20, 2023

APPLICANT Natasha Pleasant

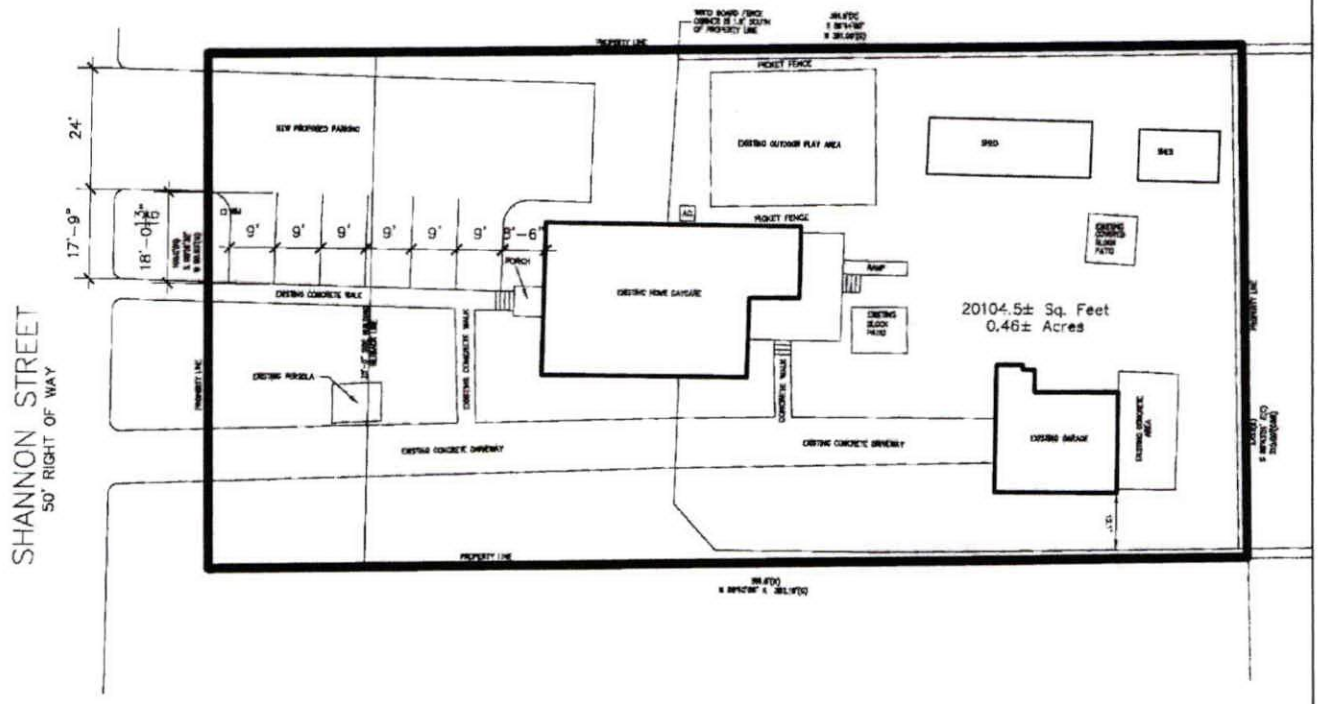
REQUEST Conditional Use

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

N

NTS

# SITE PLAN




The site plan illustrates the existing buildings, play area, driveway, and proposed new parking.

| | |
|---|---|
| APPLICATION NUMBER 10 DATE July 20, 2023<br>APPLICANT Natasha Pleasant<br>REQUEST Conditional Use | N<br>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)

## LOW DENSITY RESIDENTIAL (LDR)

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

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

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