AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, May 9, 2023, 10:30 AM

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

   Pastor Spence Walker, Centerpointe Assembly of God

3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **COMMUNICATIONS FROM THE MAYOR**
7. **ADOPTION OF THE AGENDA**
8. **APPEALS**

   Request of Catherine Reaves for a waiver of the Noise Ordinance at 15 Japonica Avenue on May 13, 2023, from 4:00 p.m. - 9:00 p.m. (District 1).

   Request of Emily Naron for a waiver of the Noise Ordinance at 3404 Moffett Road on June 2, 2023, from 6:00 p.m. - 9:00 p.m. (District 1).

   Request of Kalenski Adams for a waiver of the Noise Ordinance on July 14-16, 2023, from 3:00 p.m. - 10:00 p.m. (District 2).

   Request of Kelly Qualls for a waiver of the Noise Ordinance at 540 Texas Street on July 29, 2023, from 10:00 a.m. - 12:00 p.m. (District 2).

   Request of Patricia Beard for a waiver of the Noise Ordinance at 762 Marine Street on May 13, 2023, from 3:00 p.m. - 9:30 p.m. (District 3).

   Request of Patricia Beard for a waiver of the Noise Ordinance at 762 Marine Street on May 14, 2023, from 3:00 p.m. - 7:00 p.m. (District 3).

9. **PUBLIC HEARINGS**

   Public hearing to consider approval of a Certificate of Public Convenience and

Necessity to Far Westside Limo & Shuttle to operate a shuttle service.

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Lou Lartigue, Sr. - Would like to thank the City for co-sponsoring the Armed Forces Day/Blue Star Salute on May 20th at Battleship Memorial Park.

Sharon Ingram - Would like to discuss business license issues, business tax of oil companies, and fire hydrants for business on Spring Hill Avenue.

Dennis Maguire - Asking for funds to help replace worn-out exercise equipment at the Connie Hudson Senior Center.

Nettie Pendleton - How is the Council advancing environmental justice in local communities through written policy to ensure access to clean air and water and to limit exposure to dangerous chemicals and pesticides? What is being done to hold polluters responsible?

Marvin Lue - Requests documentation for the written policy regarding no-knock warrants.

Katie Herndon - Concerns about annexation and how it affects the current residents.

Shalela Dowdy - Speaking in opposition to annexation because it will dilute the Black voting power in the city of Mobile.

Sabrina Mass - Annexation and the definition of "others" according to the United States and the City of Mobile.

Roosevelt Edwards - Has questions about the process and timeline of Annexation.

Reggie Hill - Seeking clarity on annexation, ARP, performance contracts, and discretionary spending.

Rev. Milton Saffold - Comments in support of annexation and growth for Mobile.

11. ORDINANCES HELD OVER

01-023 Ordinance to amend Chapter 44, Article IV, Mobile City Code entitled "Historic Preservation" (sponsored by Councilmember Carroll).

12. CONSENT RESOLUTIONS HELD OVER

37-447 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class II (Package Store) License to Viking Liquor Store, 2551 Halls Mill Rd. (sponsored by Councilmember Small).

37-448 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Viking Convenience Store, 2551 Halls Mill Road (sponsored by Councilmember Small).

13. CIP RESOLUTIONS HELD OVER

21-503 Authorize contracts with Watkins Acy Strunk Design, Inc. for new tennis courts, pickleball courts, and associated parking at Crawford-Murphy, Hillsdale and Stotts Parks; $168,750.00 total (sponsored by Councilmembers Carroll, Gregory, & Reynolds and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

14. RESOLUTIONS HELD OVER

21-293 Authorize performance contract with Friends of Mobile Historic Development (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-467 Authorize agreement with the State of Alabama for Three Mile Creek Greenway Trail Section 6N; increase by $500,000 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

21-476 Authorize change order #2 with McCrory Williams, Inc. for design and engineering services of the Three Mile Creek Greenway Trail Section 3; $241,980.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

21-479 Authorize contract with McElhenney Construction Co., Inc. for the construction of the Three Mile Creek Greenway Trail Section 6N; $1,405,086.40 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

08-504 Approve purchase order to Carrier Corporation for chiller for Ben May Library; $175,740.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-505 Approve purchase order to Carahsoft Technology Corp. for annual subscription for Microsoft 365 cloud backup software; $30,412.80 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-506 Approve purchase order to Leadsonline, LLC for annual subscription renewal for crime investigation software; $31,133.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-507 Approve purchase order to CDW Government, LLC for subscription renewal for malwarebytes protection software; $23,333.01 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-508 Approve purchase order to Mike Hoffman Equipment Services, Inc. for

rental of gas tank for Municipal Garage; $29,600.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

25-509 Accept easement from the Mobile Housing Authority to construct the trail and trailhead for the Three Mile Creek Greenway Trail (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

31-510 Authorize a grant application to the Department of Homeland Security, FEMA for the FY23 Port Security Grant Program; $804,143.44 (25% local match) (sponsored by Mayor Stimpson) (submitted by Lawrence Battiste, Public Safety).

60-511 Authorize Settlement Agreement and Release of Claims; Burrell (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-512 Authorize Settlement Agreement and Release of Claims; Edwards (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-513 Authorize Settlement Agreement and Release of Claims; T. James (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

02-517 Declare that the public good requires that certain territory shall be brought within the limits of the city of Mobile pursuant to and in accordance with Title 11, Chapter 42, Article 3 of the Code of Alabama (Kings Branch Area) (sponsored by Mayor Stimpson).

02-518 Declare that the public good requires that certain territory shall be brought within the limits of the city of Mobile pursuant to and in accordance with Title 11, Chapter 42, Article 3 of the Code of Alabama (Orchard Estates Area) (sponsored by Mayor Stimpson).

02-519 Declare that the public good requires that certain territory shall be brought within the limits of the city of Mobile pursuant to and in accordance with Title 11, Chapter 42, Article 3 of the Code of Alabama (Cottage Hill Corridor Area) (sponsored by Mayor Stimpson).

02-520 Declare that the public good requires that certain territory shall be brought within the limits of the city of Mobile pursuant to and in accordance with Title 11, Chapter 42, Article 3 of the Code of Alabama (Airport Corridor Area) (sponsored by Mayor Stimpson).

15. CONSENT RESOLUTIONS BEING INTRODUCED

03-521 Appoint William Carroll to the Mobile Planning Commission (sponsored by City Council) (submitted by Lisa C. Lambert, City Clerk).

03-522 Appoint Herman Thomas and Rodney Toomer to the Citizens Parks and Recreation Advisory Committee (sponsored by Councilmembers Penn and Small) (submitted by Lisa C. Lambert, City Clerk).

31-523 Authorize a grant application to the Alabama Department of Economic and Community Affairs for the FY23 Project Safe Neighborhoods Grant Program; $40,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

31-524 Authorize a grant application to the U.S. Department of Agriculture Forest Service for the USDA 2023 Inflation Reduction Act for Urban and Community Forestry Grant; $5,000,000.00 (match requirement is waived) (sponsored by Mayor Stimpson) (submitted by James DeLapp, Public Works Dept.).

60-525 Approve award of special bonus to the Public Services Employee of the Month; Craig (sponsored by Mayor Stimpson) (submitted by Marc Vassallo, Public Services Dept.).

60-526 Approve award of special bonus to the Public Works at Large Employee of the Month; Donovan (sponsored by Mayor Stimpson) (submitted by James DeLapp, Public Works Dept.).

60-527 Approve award of special bonus to the Parks and Recreation Employee of the Month; Hall (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Public Works Dept.).

60-528 Determine an appropriation to Kingdom Covenant Connections, Inc. serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Rebecca Christian, Accounting Dept.).

60-529 Determine an appropriation to Future Leaders Working serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Rebecca Christian, Accounting Dept.).

60-530 Determine an appropriation to Mobile Law Enforcement Foundation, Inc. serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Rebecca Christian, Accounting Dept.).

60-531 Determine an appropriation to The Courtyards at Magnolia Grove Property Owners Association, Inc. serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Rebecca Christian, Accounting Dept.).

16. RESOLUTIONS BEING INTRODUCED

01-532 Authorize agreement between the City of Mobile, ALDOT, and the Mobile County Commission for Regional Transportation Operations Program Congestion Management (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering Dept.).

01-533 Authorize agreement with Payton Hickman to provide tennis lessons and clinics for Parks & Rec. Dept.; NTE $80,000.00 per year (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Public Works Dept.).

08-534 Approve purchase order to Capital Tractor, Inc. for 2 utility carts for Parks & Rec. Dept.; $32,949.74 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-535 Approve purchase order to Global Industries, Inc. for office furniture for Office of Professional Responsibilities; $36,684.03 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-536 Approve purchase order to North American Fire Equipment Co., Inc. for hydrafusion rescue struts with accessories; $35,178.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-537 Approve purchase order to Coast to Coast Custom Mobile Vending, LLC for enclosed trailer for MPD; $35,690.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-538 Approve purchase order to Sandy Sansing Ford Lincoln, LLC for replacement engine for Ford Ambulance; $25,666.97 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-539 Approve purchase order to Sunsouth, LLC for John Deere mower for Parks Dept.; $27,100.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-540 Approve purchase order to TSA, Inc. for Notebook Computers for Mobile Fire Rescue Dept.; $22,800.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-541 Approve purchase order to CDW Government, LLC for surveillance cameras and accessories for Police Dept.; $26,168.25 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-542 Approve purchase order to Sunsouth, LLC for 2 John Deere Zero Turn Mowers for Parks Dept.; $34,866.24 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-543 Approve purchase order to Sunsouth, LLC for 2 John Deere Grooming Mowers for Parks Dept.; $60,153.56 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-544 Transfer funds from Capital Project CIP Greenway Trail Sections 1 & 2 to Project G-TAP3MC as match for the FY22 TAP Grant; $100,000.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

09-545 Transfer funds from Capital Project CIP Mobile Greenway Initiative to Project Mobile Greenway Initiative: 3MC as match for the FY18 TAP Grant; $263,773.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

09-546 Transfer funds from unassigned General Fund to various Capital Projects in the Capital Improvements Fund; $40,550,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

09-547 Transfer funds from Public Facility Improvement Fund to Miscellaneous Grant Fund as match for the Alabama Department of Economic & Community Affairs State-Funded Electric Vehicle Charging Infrastructure Grant Program; $40,012.00 if awarded (sponsored by Mayor Stimpson) (submitted by Casi Calloway, Resilience Dept.).

21-548 Authorize contract with Bill Smith Electric, Inc. for installation of emergency generator at MPD First Precinct; $68,200.00 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-549 Authorize contract with McElhenney Construction Company, LLC for Phase 2 construction of the Three Mile Creek Watershed Restoration project, Twelvemile Creek Bank Stabilization (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

31-550 Authorize a grant application to the Alabama Department of Economic & Community Affairs for the State-Funded Electric Vehicle Charging Infrastructure Grant Program; $200,060.00 (20% local match) (sponsored by Mayor Stimpson) (submitted by Casi Callaway, Resilience Dept.).

37-551 Consider approval of a Certificate of Public Convenience and Necessity to Far Westside Limo & Shuttle to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

17. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

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	5/4/2023 - 8:54 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Reaves	Cover Memo	5/4/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/4/2023 - 8:01 AM

2023 APR 28 AM 9:01

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: Catherine Reaves
PLEASE PRINT ALL INFORMATION

Home Phone Number: 3345584076 Cell Number: 3345584076

Organization (if applicable) N/A

Mailing Address of Applicant 15 Japonica Ave

Telephone No. 3345584076 E-mail address catherinereaves1@gmail.com

Location or address of event where amplification will be used:
15 Japonica Ave, Mobile, AL 36606

Date of Event: 5/13/23 Starting Time: 4:00pm Ending Time 9:00pm

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

Type of Event: Neighborhood Block Party

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Naron	Cover Memo	5/4/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/4/2023 - 8:04 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

01

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

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
Adams	Cover Memo	5/4/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/4/2023 - 9:23 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

Name of Applicant: Kalenski Adams
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-229-8742 Cell Number: _____

Organization (if applicable) Opportunity 4 Entertainers

Mailing Address of Applicant 1111 East I-65 Service Rd S. suite 207

Telephone No. 251-379-8742 E-mail address Kalenski@Opportunity4Entertainers.org

Location or address of event where amplification will be used:

Calendoll Square 300 Conti St Mobile, Al 36602

Date of Event: July 14-16 Starting Time: 3-pm Ending Time 10 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Festival

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK'S DEPARTMENT
2023 MAY -4 AM 8:26

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

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
Qualls	Cover Memo	5/4/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/4/2023 - 12:42 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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Name of Applicant: Big Brothers Big Sisters of the Central Gulf Coast-Kelly Qualls
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-344-0536 Cell Number: 251-402-2857

Organization (if applicable) _____

Mailing Address of Applicant 3 South Royal St Ste 300 Mobile, AL 36602

Telephone No. 251-344-0536 E-mail address kelly@bbbssa.org

Location or address of event where amplification will be used:
JAMES SEALS JR PARK & RECREATION CTR 540 Texas St Mobile, AL 36603

Date of Event: 7/29/2023 Starting Time: 10:00am Ending Time 12:00pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Back To School Bash for our participants

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

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Beard	Cover Memo	5/4/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/4/2023 - 9:16 AM

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CITY CLERK DEPARTMENT

2023 APR 24 AM 11:36

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

Home Phone Number: _____ Cell Number (251) 382-5648

Organization (if applicable) Birthday Party

Mailing Address of Applicant 762 Marine Street

Telephone No. _____ E-mail address Patriciabear9@gmail.com

Location or address of event where amplification will be used:
762 Marine Marine Street

Date of Event: 5/13/2023 Starting Time: 3:00 Ending Time 9:30
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Sunday stop at 7:00 mother Day

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

Music containing obscene language or profanity is prohibited

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

D3

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Small

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Beard	Cover Memo	5/4/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/4/2023 - 9:18 AM

✓

CITY CLERK DEPARTMENT

2023 APR 24 AM 11:36

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

Home Phone Number: _____ Cell Number (251) 382-5648

Organization (if applicable) Birthday Party

Mailing Address of Applicant 762 Marine Street

Telephone No. _____ E-mail address Patriciabear9@gmail.com

Location or address of event where amplification will be used:
762 Marine Marine Street

Date of Event: 5/13/2023 Starting Time: 3:00 Ending Time 9:30
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Sunday stop at 7:00 mother Day

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

Music containing obscene language or profanity is prohibited

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

D3

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

Lisa C. Lambert, City Clerk

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	5/4/2023 - 10:08 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Lartigue	Cover Memo	5/4/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/4/2023 - 9:28 AM

CityofMobile.org: Addressing City Council Submission

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

Fri 4/28/2023 8:56 AM

To: City Clerk <cityclerk@cityofmobile.org>

2023 APR 28 AM 9:01

CAUTION: External Email

Name: Lou Lartigue, Sr, LTC, US Army (Retired)

Date To Address Council: 2023-05-09

Address:

Email: loulartigue@bellsouth.net

Phone:

Subject And Specific Questions: I would like the opportunity to thank the city for their co-sponsorship of the Armed Forces Day/Blue Star Salute on May 20 at Battleship Memorial Park and encourage the citizens of Mobile and surrounding areas to participate.

Pertain To City Business: The city has sponsored the AFD/BSS for several years by providing police support, maintenance, and the mayor has been a special guest speaker on a few occasions.

Signature: Lou Lartigue, Sr, LTC, US Army (Retired)

Signature Verify: X

Date Submitted: 2023-04-28 08:56:07

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

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Ingram	Cover Memo	5/4/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/4/2023 - 9:30 AM

CITY CLERK DEPARTMENT
2023 MAY -2 AM 10: 18

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the City Council meeting you would like to speak at. Requests must be submitted in writing to the City Clerk identifying the subject matter to be discussed and describing in detail the specific question or issue to be addressed. Single word descriptions or topics are insufficient. Persons who do not provide the required information in their request **will not be called on to address the Council**. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Shardw Ingram Date: May 2, 2023

Address:

Phone: Email: Accounting@hhbusinessservices.net

Date to Address City Council: May 9th 2023

Subject and/or specific questions (must complete):

Business license issues
Business tax for oil companies
Fire hydrant for business on Springhill Ave

How does this pertain to city business (must complete):

The City of Mobile, collects taxes for gas stations, issues business licenses

Signature:

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Maguire	Cover Memo	5/4/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/4/2023 - 12:48 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 5/4/2023 12:30 PM
To: City Clerk <cityclerk@cityofmobile.org>

2023 MAY -4 PM 12:36

CAUTION: External Email

Name: Dennis F Maguire

Date To Address Council: 2023-05-09

Address:

Email: dfmaguire1@outlook.com

Phone: Cell:

Subject And Specific Questions: Funds to replace worn-out exercise equipment at Connie Hudson Senior Center-approximately $40,000.

asking for funds and any help with the center

Pertain To City Business: The city allocates/provides the funds to Mobile Parks and Recreation Department.

most equipment is worn out
3 that's completely out of commission

Signature: Dennis F. Maguire

Signature Verify: X

Date Submitted: 2023-05-04 12:30:03

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

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Pendleton	Cover Memo	5/4/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/4/2023 - 12:47 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 5/4/2023 12:31 PM
To: City Clerk <cityclerk@cityofmobile.org>

CITY CLERK DEPARTMENT
2023 MAY -4 PM 12: 36

CAUTION: External Email

Name: Nettie Pendleton

Date To Address Council: 2023-05-09

Address:

Email: wiley8_n@bellsouth.net

Phone:

Subject And Specific Questions: Drawing city district lines. How is the City Council districtwise or collectively advancing environmental justice in local communities through written policy to ensure access to clean air and water, to limit exposure to dangerous or hazardous chemicals and pesticides, to hold polluters responsible,, including those who harm disproportionately minorities and low income individuals such that their civil rights are not violated and their rights to clean air where they live, work and go to school are not violated

Pertain To City Business: It should be consistent with the mission of the local government to include as business the establishment of agencies focusing on global warming, which focus would bolster resilience to climate change. This focus would protect public health and the environment by insuring facilities are available to post and monitor clean air machines, health facilities available to test and treat using science-individuals in the community exposed to toxic chemicals .

Signature: Nettie Pendleton

Signature Verify: X

Date Submitted: 2023-05-04 12:31:04

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

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Lue	Cover Memo	5/4/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/4/2023 - 2:19 PM

CITY CLERK DEPARTMENT
2023 MAY -4 PM 2:08

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the City Council meeting you would like to speak at. Requests must be submitted in writing to the City Clerk identifying the subject matter to be discussed and describing in detail the specific question or issue to be addressed. Single word descriptions or topics are insufficient. Persons who do not provide the required information in their request **will not be called on to address the Council**. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Marvin Lue_____ Date: _____

Address:
Dr._____

Phone: _____ Email: _____

Date to Address City Council: May 9, 2023_____

Subject and/or specific questions (must complete):
Documented Policy Changes in in enforcing warrants_____

Call for Documentation for written policy regarding warrants

It's been custom for no knock warrants and would like to see a change

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Herndon	Cover Memo	5/4/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/4/2023 - 9:32 AM

CityofMobile.org: Addressing City Council Submission

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

Wed 5/3/2023 11:07 AM

To: City Clerk <cityclerk@cityofmobile.org>

CITY CLERK DEPARTMENT
2023 MAY -3 AM 11:24

CAUTION: External Email

Name: Katie Herndon

Date To Address Council: 2023-05-09

Address:

Email:

Phone: 512-264-4785

Subject And Specific Questions: against Concerns about annexation and how it affects the current residents.

Pertain To City Business: The City Council is considering the mayor's annexation proposals. How it affects the current City / what makes a city

Signature: Katie Herndon

Signature Verify: X

Date Submitted: 2023-05-03 11:07:29

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

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Dowdy	Cover Memo	5/4/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/4/2023 - 9:33 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Wed 5/3/2023 4:31 PM
To: City Clerk <cityclerk@cityofmobile.org>

CITY CLERK'S DEPARTMENT
2023 MAY -4 AM 8:26

CAUTION: External Email

Name: Shalela Dowdy

Date To Address Council: 2023-05-09

Address:

Email: shalela.dowdy@gmail.com

Phone:

Subject And Specific Questions: Annexation: The dilution of the Black voting power in the City of Mobile through annexation. How it will affect the community opposed to

Pertain To City Business: Annexation is currently an item that is on the city's agenda

Signature: Shalela Dowdy

Signature Verify: X

Date Submitted: 2023-05-03 16:30:59

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

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Mass	Cover Memo	5/5/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/5/2023 - 9:18 AM

Annexation ans topic about the word OTHERS..

Sabrina Mass <texast750@gmail.com>

Thu 5/4/2023 11:24 AM

To: City Clerk <cityclerk@cityofmobile.org>

You don't often get email from texast750@gmail.com. Learn why this is important

CAUTION: External Email

I would like to briefly speak on ANNEXATION.and Address the definition of OTHERS according to The United States and the CITY OF MOBILE..TY SABRINA MASS 1050 BELVEDERE CIRCLE WEST 251 6564049.

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Edwards	Cover Memo	5/4/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/4/2023 - 12:30 PM

CITY CLERK'S DEPARTMENT
2023 MAY -4 AM 10:41

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the City Council meeting you would like to speak at. Requests must be submitted in writing to the City Clerk identifying the subject matter to be discussed and describing in detail the specific question or issue to be addressed. Single word descriptions or topics are insufficient. Persons who do not provide the required information in their request **will not be called on to address the Council**. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Roosevelt Edwards Date: 4 May 2023

Address: _____

Phone: _____ Email: roosevelt.edwards@gmail.com

Date to Address City Council: 9 May 2023

Subject and/or specific questions (must complete):

Annexation: processes, procedures, milestones, project critical path, and transparency.

How does this pertain to city business (must complete):

Question on process + timeline

Annexation maps were available during district 5 & 7 meetings when will additional info be available. Annexation is being considered

Signature: Roosevelt Edwards

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Hill	Cover Memo	5/4/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/4/2023 - 2:18 PM

Gauthier, Lana

From: RJHILL II <rhills4tf@gmail.com>
Sent: Thursday, May 4, 2023 2:02 PM
To: Gauthier, Lana
Subject: 5/9 Agenda

CAUTION: External Email

Madam Asst. City Clerk,

Greetings! I hope this email finds you well. This is a formal request to be added to the 5/9 Agenda.

I will address the following:

Annexation

ARP

Performance Contracts

Discretionary Spending

Much of this is seeking clarity on matters that I have inquired about before, but have yet to receive any feedback. Still if you need further clarity just let me know.

It meant more than you know, when you made room for the elderly gentlemen to address his property concern, after I made you aware. That's the example of service we are grateful for. Have an awesome remainder of your week. See you all on Tuesday

Kindest Regards,

Reggie

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

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	5/4/2023 - 10:46 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

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
ordinance	Cover Memo	5/5/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/21/2023 - 3:34 PM

01-023 2023

AN ORDINANCE TO AMEND CHAPTER 44, ARTICLE IV, MOBILE CITY CODE ENTITLED "HISTORIC PRESERVATION"

Sponsored by: William S. Stimpson, Mayor

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE that Article IV, Chapter 44, Mobile City Code is hereby amended as follows:

Sec. 44-70. FINDINGS AND PURPOSE.

(a) The City of Mobile ("City") has long counted its historical, cultural and aesthetic heritage among its most valued assets. Mobile was the first city in Alabama, and among the first in the nation, to create a Historic Development Commission ("Commission") and to adopt laws recognizing and protecting historic structures and historic neighborhoods.

(b) In 1989, the State enacted legislation authorizing all municipalities to adopt ordinances to establish historic development commissions and architectural review boards, and to promote educational, cultural, economic and general welfare of Alabama municipalities through preservation and protection of historic resources. (Alabama Code Section 11-68-1 through 11-68-15).

(c) Alabama Code Section 11-68-14 additionally authorizes the City to grant the Commission and Architectural Review Board ("Board") additional powers set forth in Alabama Code Title 11 Chapter 68.

(d) The City Council also finds and determines that:

(1) Many significant historic structures in the City have been lost and the continued preservation of these properties promotes the public health, safety and welfare of the City;
(2) Preservation of the City's historical, cultural and aesthetic heritage is essential to the promotion of the health, prosperity and general welfare of the people;

(3) Historic preservation stimulates revitalization of the business districts; protects and often increases property values in historic neighborhoods; and protects and enhances local historical and aesthetic attractions for residents and tourists, thereby promoting and stimulating commerce; and

(4) The designation, protection, preservation and rehabilitation of Historic Properties and Historic Districts enables Mobile's citizens to participate in federal and state programs and enhances opportunities for federal and state tax benefits.

(e) The City Council of the City of Mobile hereby adopts a new Chapter 44 Article IV of the City Code to supersede and replace the current version.

NOW, THEREFORE, in consideration of these findings, the Council hereby adopts anew and *in toto* this Article IV, Chapter 44 of the Mobile City Code as follows.

Sec. 44-71. DEFINITIONS.

(a) "Board" or "ARB" – means the Architectural Review Board established pursuant to this Chapter.

(b) "Board Member" – means a person appointed to the Architectural Review Board pursuant to this Chapter.

(c) "Building Inspector" – means the City's designated Building Inspector or his or her designee

(d) "Certificate of Appropriateness" – means a document evidencing approval by the Architectural Review Board to make a Material Change or repair in the appearance of a designated Historic Property or of a property located within a designated local Historic District. A Certificate of Appropriateness is also required for demolition of a structure within a Historic District.

(e) "Certificate of Economic Hardship" – means a document evidencing approval of an Owner's application for relief from the application of this Chapter as provided in Section 44-80.

(f) "Certified Local Government ("CLG")" – means a local government certified by the National Park Service and the Alabama Historical Commission to participate in the federal Historic Preservation Program and eligible to receive

federal technical assistance and funding for preservation activities. The City of Mobile is a Certified Local Government.

(g) "City" – means the City of Mobile, an Alabama municipal corporation.

(h) "City Council" – means the elected members of the City Council of Mobile, Alabama.

(i) "Commission" – means the Mobile Historic Development Commission as established pursuant to this Chapter.

(j) "Commissioner" or "Commission Member" – means a person appointed to the Commission pursuant to this Chapter.

(k) "Conflict of Interest" – means a conflict on the part of a Board Member or Commissioner between his or her private interest and the responsibilities imposed by this Chapter. A Conflict of Interest involves any action, inaction, or decision by a Commissioner or Board Member in the discharge of his or her duties which would materially affect his or her financial interest or those of his or her Family Members or any business with which the person is associated in a manner different from the manner it affects the other members of the class to which he or she belongs.

(l) "Contributing Property" – means a building, structure, site, or object recognized as adding to the historic significance of a district.

(m) "Exterior Architectural Features" – means the architectural style, general design and general arrangement of the exterior of a building or other structures, including but not limited to the kind or texture of the building material, and the type and style of all windows, doors, signs and other appurtenant architectural fixtures, features, details or elements relative to the foregoing.

(n) "Exterior Environmental Features" – means all aspects of the landscape or the development of a site which affect the historical character of the property such as walks, drives, outbuildings and landscaping.

(o) "Family Members" – means the spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, a sibling and his or her spouse, of a Commission or Board Member.

(p) “Guidelines” – means the design standards adopted pursuant to this chapter in compliance with, but not limited to, the Secretary of the Interior’s Standards for Preservation, Rehabilitation, Restoration and Reconstruction.

(q) "Local Historic District" – means a geographically definable area designated by the City Council as a local Historic District, including all such districts existing as of the date of this chapter and any districts subsequently designated by the City Council as a local Historic District.”

(r) "Historic Property" – means an individual building, structure, site, or object including the adjacent area necessary for the proper appreciation thereof listed in the "National Register of Historic Places,” located in a local Historic District or designated by the City Council as a Historic Property.

(s) “Historic Site” – means a parcel of real property listed in the "National Register of Historic Places," located in a local Historic District or designated by the City Council as a Historic Property.

(t) "Material Change" – means a change in appearance that will affect either the Exterior Architectural or Environmental Features of a Historic Property or any building, structure, site, object, or landscape feature of a property within a local Historic District, or designated by the City Council as a Historic Property including, but not limited to:

(1) Reconstruction or alteration of the size, shape or elevation of a Historic Property, including, but not limited to, relocation or replacement of any doors or windows removal or alteration of any architectural features, details or elements, including selection of paint colors;

(2) Demolition or relocation of a Historic Property;

(3) Commencement of excavation for construction purposes;

(4) A change in the materials, size or location of advertising visible from the public right-of-way;

(5) The erection, alteration, restoration or removal of any building or other structure within a local Historic District, including walls, fences, steps, drives and pavements or other appurtenant features;

(6) Any exterior work that must be permitted by the City; or

(7) The painting of originally unpainted surfaces.

(u) "Mayor" – means the Mayor of the City of Mobile.

(v) "Non-Contributing Property" – means a building, structure, site, or object not recognized as adding to the historic significance of a district.

(w) "Owner" – means the holder of the fee simple title as revealed on the relevant property tax rolls and in probate court records, and any person (natural, legal or corporate) or groups of persons, companies, associations, corporations, or partnerships who, alone or jointly or severally with others:

(1) shall have legal title to any property, with or without an accompanying right of possession; or

(2) shall have charge, care or control of any property as owner, executor, executrix, administrator, trustee, guardian of the estate owner, mortgagee or vendee in possession, or assignee of rents, lessee, or other person, firm or corporation in control of a property.

(x) "Staff" – means City of Mobile employees designated by the Mayor who provide technical assistance and support to the Commission and Board in the carrying out of their duties and responsibilities as set out in this Chapter.

(y) "Substantial Economic Hardship" – means a hardship so great that:

(1) the owner will effectively be deprived of all reasonable and beneficial use of or return from the property; and

(2) the owner would be unfairly penalized given that the owner did not create the conditions at issue.

SEC. 44-72. HISTORIC PRESERVATION COMMISSION CREATED.

(a) Creation of the Commission. Pursuant to Ala. Codes 11-68-1, *et seq*. (1975) there is hereby created a Commission that shall be named the Mobile Historic Development Commission. The Commission shall constitute a non-profit governmental agency whose funds shall be used exclusively for public purposes

5

as provided.

(b) Tax-exempt status. The Commission shall have tax-exempt status. The properties of the Commission and the income therefrom, together with all leases, agreements, and contracts made by it shall be forever exempt from any and all taxation by the State and any political subdivision thereof, including, but not limited to, sales and use tax, gross receipts tax, income, admission, amusement, excise, and ad valorem taxes.

(c) Commission Membership. The Commission shall consist of thirteen (13) members. Commissioners shall be bona fide residents of the City of Mobile and shall have demonstrated training or experience in the fields of history, architecture, architectural history, urban planning, archaeology, or law, or who shall be residents of a Local Historic District. No elected official shall serve on the Commission. A minimum of seven (7) members of the Commission shall reside or own property in a Local Historic District. The remaining six (6) Members of the Commission may reside or own property in a local Historic District but such shall not be required for their nomination by the Mayor. Members of the Commission shall be nominated by the Mayor, with the Mayor to nominate one Commissioner from each of the Local Historic Districts existing from time to time, with representation of the Local Historic Districts not to exceed seven (7) in total, and shall be appointed by the City Council. Nomination and appointment of members of the Commission shall be made so as to ensure that the Commission will be composed of persons with as much of the training and experience identified in this section as is possible. In making such appointments, the Mayor shall solicit non-binding recommendations of potential Commissioners from the following:

Recommendations of Additional Commission Members:

American Institute of Architects, Mobile Chapter
Architectural Review Board of the City of Mobile
Ashland Place Historic District
Bragg Mitchell Mansion
Church Street East Historic District
Church Street East Historic District Neighborhood Association
City of Mobile Department of Urban Development
DeTonti Square Historic District
DeTonti Square Neighborhood Association
Friends of Magnolia Cemetery, Inc.

Friends of Mobile Historic Development
Friends of Museum of Mobile
Friends of Old Mobile, Inc.
Historic Mobile Preservation Society
Leinkauf Historic District
Leinkauf Historic District Neighborhood Organization
Lower Dauphin Street Commercial Historic District
Main Street Mobile, Inc.
Mobile Area Association of Realtors, Inc.
Mobile Area Chamber of Commerce
Mobile Medical Museum
National Society of Colonial Dames of America in Alabama
Conde/Charlotte Museum
Oakleigh Garden District Society
Oakleigh Garden Historic District
Old Dauphin Way Association
Old Dauphin Way Historic District
Richards DAR House Museum

Such additional local Historic Districts as shall be created after the Effective Date.

(d) Terms. Members of the Commission shall serve three- (3) year, overlapping terms, with two (2) Members to be initially appointed for a one (1) year term, two (2) Members to be initially appointed for a two (2) year term and the remaining initial Members to be appointed for a three (3) year term; thereafter, as terms expire for such initial Members, subsequent Members shall be appointed for full three (3) year terms. All appointments shall be made per Section 44-72 (c). Terms shall begin on January 1 of the appointment year and end on December 31 of the termination year. Upon expiration of the term of a Commissioner that Commissioner shall not be allowed to continue to serve and shall have no further powers or duties hereunder. Members of the Commission may be reappointed to the Commission.

(1) If a Member is absent, without excuse, from three (3) regular meetings of the Commission in the calendar year, the Mayor and City Council shall be notified so that a qualified replacement may be appointed as per Section 44-72(c).

(2) Any vacancy occurring on the Commission other than by expiration of term shall be filled for the unexpired term of such member as provided in Section 44-

7

72(c).

(3) Members of the Commission may be removed for cause by the City Council.

(e) Compensation. Members shall serve without compensation, but may be reimbursed for expenses incurred on behalf of the Commission in accordance with the rules and regulations for the reimbursement of expenses adopted by the Commission.

(f) Conflict of Interest. No Member shall vote, present, discuss or participate in any matter in which the Member has a Conflict of Interest or in which the Member or any Family Member has any financial gain or interest.

(g) Officers. Members of the Commission shall elect a President and a Vice President and such other officers as the Commissioners deem necessary.

Sec. 44-73. RULES, POWERS AND DUTIES OF THE COMMISSION.

(a) Rules. The Commission shall adopt, and may amend from time to time, such policies and bylaws as it deems necessary and proper to govern its operations and to fulfill its duties and responsibilities under this Chapter. The Commission's bylaws shall constitute a public record and shall be furnished to the City Clerk. At a minimum, the bylaws shall:

(1) Specify the number of members needed for a quorum, but in no event less than fifty percent (50%);

(2) Provide that its meetings be public and occur at least quarterly;

(3) Provide for written notice of its meetings (by electronic transmission or US Mail) and furnish a copy of its meeting schedule to the City Clerk, Mayor, and Commission Members and post such notices on the City's web page;

(4) Require that a public record be kept of the Commission's minutes, resolutions, proceedings and actions;

(5) Require Commissioners to attend at least one informational or educational meeting per year pertaining to historic preservation. Such meetings may include those sponsored by the Alabama Historical Commission, the National Trust for Historic Preservation, National Alliance of Preservation Commissions, Alabama

Trust for Historic Preservation, the Commission Preservation Leadership Class or other equivalent preservation organization. Commissioners shall also attend an orientation session offered by the Staff within three months of their appointment.

(b) Powers and Duties of the Commission. The Commission shall be authorized to:

(1) Preserve and protect buildings, structures and sites of historic and architectural value in the local Historic Districts designated pursuant to this chapter;

(2) Prepare a survey of all property within the city limits of the City of Mobile;

(3) Recommend to the City Council buildings, structures, sites, and districts for designation as historic properties or local districts.

(4) Restore, protect and preserve any historic properties acquired by the City or the Commission;

(5) Promote acquisition of façade and conservation easements by the City or by the Commission;

(6) Develop and conduct educational programs on historic projects and districts designated pursuant to this chapter and on historic preservation subjects;

(7) Make such investigations and studies of matters relating to historic preservation as the City or the Commission, respectively, deem necessary and appropriate for the purposes of this chapter provided that such activities by the Commission shall not cause the City to expend funds or incur obligations without the City's express agreement;

(8) Apply for funds to carry out the purposes and responsibilities of the commission from municipal, county, state, federal, and private agencies and sources;

(9) Purchase, sell, contract to purchase, contract to sell, own, encumber, lease, mortgage and insure real and personal property in carrying out the purposes and responsibilities of the Commission; provided, however, the Commission shall not obligate City funds without prior consent of the City;

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(10) Investigate, survey and process nominations of properties to the National Register of Historic Places;

(11) Investigate, survey and process applications for certification of Historic Properties for tax credits for preservation expenditures;

(12) Contract with other municipal, county, state, federal, and private agencies and organizations to perform historic preservation related functions;

(13) Administer one or more awards programs recognizing historic structures and persons involved in preservation;

(14) Review and make comments to the Alabama Historical Commission concerning the nomination of properties within its jurisdiction to the National Register of Historic Places;

(15) Exercise such further powers as the Commission may deem reasonably necessary and proper to carry out the purposes, responsibilities and powers of the Commission.

Sec. 44-74. RECOMMENDATION AND DESIGNATION OF HISTORIC DISTRICTS AND PROPERTIES

(a) Criteria for Determining a local Historic District. A local Historic District is a geographically definable area identified in an ordinance adopted by the City Council, which contains buildings, structures, sites, objects, landscape features and works of art or a combination thereof which:
(1) Represents one or more periods, styles or types of architecture typical of one or more eras in the history of the city, county, state, region or nation;

(2) Represents a significant aspect of the cultural, political, economic, military or social history of the locality, region, state or nation;

(3) Has had a significant relationship with the life of a historic person or event, representing a major aspect of the history of the locality, region, state or nation;

(4) Is a part of the historic, architectural, archaeological or aesthetic heritage of the locality, region, state or nation; or

(5) Contains vernacular structures which contribute to an overall character and sense of place which is representative of the city.

(b) Classification of Properties in Historic Districts. Individual properties within Historic Districts shall be classified as either:
(1) Contributing to the historic character of the district; or

(2) Not Contributing to the historic character of the district.

(c) Criteria for Determining a Designated Historic Property. A Historic Property is a building, structure, site, object, or work of art, including the adjacent area necessary for the proper appreciation or use thereof, deemed worthy of preservation by reason of value to the City for one of the following reasons:
(1) It is an outstanding example of a structure representative of its era;

(2) It is one of the few remaining examples of a past architectural style;

(3) It is a place or structure associated with an event or persons of historic or cultural significance to the city, state, or region;

(4) It is a site of natural or aesthetic interest that is continuing to contribute to the cultural or historical development and heritage of the city, county, state or region; or

(5) The building or structure is an example of an architectural style, or combination of architectural styles, which is representative of the city or which is unique to the City.

A historic property listed in the National Register but outside a Local Historic District identified in an ordinance adopted by the City Council is not considered a "historic property" for purposes of the City Code, including, but not limited to, its zoning ordinance.

(d) Recommendation. The Commission shall compile and collect information and conduct surveys of historical resources within the City and County of Mobile; and recommend to the City Council, or other designating authority, property the Commission deems suitable for designation as a local Historic District or as an individually designated Historic Property. The recommendation shall be made in accordance with the rules and regulations of

the Alabama Historical Commission.

(e) Form of Recommendation. The Commission's recommendation to the City Council shall be in the form of a resolution and accompanied by a report consisting of:
(1) A physical description;

(2) A statement of the historical, cultural, architectural and/or aesthetic significance;

(3) A map showing district boundaries and classification of individual properties therein (contributing, non-contributing) or showing boundaries of individually designated Historic Properties;

(4) A statement justifying the district or individual property boundaries;

(5) Representative photographs; and

(6) A proposed ordinance that:
(i) Lists each property in a proposed Historic District;
(ii) Requires a Certificate of Appropriateness prior to any Material Change in appearance of a property in a local Historic District; and
(iii) requires the district be shown on the City's official zoning map.

(f) Required Public Hearings. The Commission shall hold a public hearing to allow for public comments on any proposed ordinance for the designation of any local Historic District or Historic Property. Notice of the hearing shall be published on the City's web page which must be done at least fifteen days before the hearing, and written notice of the hearing shall be mailed by the Commission to all owners of properties proposed for designation. All such notices shall be published or mailed not less than ten (10) nor more than twenty (20) days prior to the date set for the public hearing. A notice sent via regular U.S. Mail to the last known owner of the property shown on the Mobile Revenue Commissioner's tax rolls shall constitute legal notice under this Chapter.

(g) Recommendations on Proposed Designations: A recommendation to affirm, modify or withdraw the proposed ordinance for designation shall be made by the Commission within forty-five (45) days following the Public Hearing and shall be in the form of a resolution to the City Council.

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(h) City Council Action on Commission Recommendation. Following receipt of the Commission's recommendation, the City Council may adopt the ordinance as proposed, may adopt the ordinance with any amendments it deems necessary, or reject the ordinance.

(i) Notification of Adoption of Ordinance for Designation. Within thirty (30) days following the adoption of the ordinance for a designation by the City Council, the owners and occupants of each designated Historic Property and the owners of each structure, site or work of art located within a designated Historic District, shall be given written notification of such designation, which notice shall apprise said owners and occupants of the necessity of obtaining a Certificate of Appropriateness from the Architectural Review Board prior to undertaking any Material Change in appearance of the Historic Property designated or within the local Historic District designated. A notice sent via the United States Mail to the last known owner of the property shown on the Mobile County Revenue Commissioner's tax rolls shall constitute legal notification under this Chapter.

(j) Notification of Other Agencies Regarding Designation. The Commission shall notify all municipal agencies within the City in writing of the ordinance for designation.

(k) Seller Disclosure of Historic Designation. The fact that a property is located within a local Historic District and subject to the restrictions of this Chapter shall be disclosed by the seller upon sale of the property.

Sec. 44-75. ARCHITECTURAL REVIEW BOARD CREATED.

(a) Creation of the Board. Pursuant to Ala. Code Sec. 11-68-13 (a) (1975) , there is hereby created an Architectural Review Board to perform the duties and responsibilities set forth in Ala. Code Sections 11-68-9 through 11-68-12 (1975), as those sections may be amended from time to time, and to have the power and perform the duties as provided in Section 44-76 of this Chapter.

(b) Composition. The Board shall be comprised of nine (9) Board Members who shall have demonstrated training or experience in the fields of history, architecture, architectural history, urban planning, archaeology or law. Board Members must be residents of the City. No member of the City Council or the Mayor shall serve on the Board.

(c) Appointment. Board Members shall be nominated by the Mayor from persons qualified per Mobile City Code Sec. 44-75 (b) and appointed by the City Council. In making such nominations, the Mayor shall solicit non-binding recommendations of potential ARB Board Members from the following:

(1) The Historic Mobile Preservation Society;

(2) The Commission in consultation with the historic neighborhood associations; and

(3) The Mobile Chapter of the American Institute of Architects

(d) Terms. Members of the Board shall serve three- (3) year, overlapping terms, with two (2) Board Members to be initially appointed for a one (1) year term, and the remaining initial Board Members to be appointed for a three (3) year term; thereafter, as terms expire for such initial Members, subsequent Board Members shall be appointed for full three (3) year terms. All appointments shall be made per Section 44-75 (c). Terms shall begin on January 1 of the appointment year and end on December 31 of the termination year. Members may be reappointed thereafter to the Board in accordance with Section 44-75(c).

(e) Compensation. Board Members shall serve without compensation, but may be reimbursed for expenses incurred on behalf of the Board and in accordance with the rules and regulations for the reimbursement of expenses adopted by the Board.

(f) Removal and Vacancy. Board Members may be removed for cause by the City Council. Vacancies on the Board for any reason shall be filled in the same manner as their appointment as provided in subsection (c) of this section. Such appointments shall be for the unexpired term of the Board Member replaced.

(g) Conflict of Interest. No Board Member shall vote, present, discuss or participate in any matter in which the Member has a Conflict of Interest or in which the Member or any Family Member has any financial gain or interest.

Sec. 44-76. RULES, POWERS AND DUTIES OF THE ARCHITECTURAL REVIEW BOARD

(a) Rules and Bylaws. The Board shall adopt and may amend from time to time

such rules of procedure and bylaws as it deems necessary and proper to govern its operations and to fulfill its duties and responsibilities under this Chapter. The rules and bylaws shall constitute a public record and copies shall be furnished to the City Clerk. The rules and bylaws shall, at a minimum:

(1) Provide that Board meetings shall be publicly announced, open to the public, and shall be held at designated times and places as set forth in the Board's rules and regulations;

(2) Provide for notice of its meetings to the applicants, Board Members, and the City Clerk;

(3) Provide that minutes of all decisions and actions of the Board, including the reasons for making these decisions, be kept on file and available for public inspection;

(4) Require the annual election of a chairman and vice chairman and such other officers as the Board deems necessary;

(5) Specify the number of Board Members needed for a quorum; and

(6) Provide for design assistance through a Design Review Committee.

(b) Powers and Duties of the Board and Staff. The Board, supported by Staff, is hereby authorized to:

(1) Apply general design standards adopted by the Commission in considering the granting and denial of Certificates of Appropriateness;

(2) Adopt rules and regulations governing the procedure for submission and consideration of applications for Certificates of Appropriateness and Certificates of Economic Hardship;

(3) Review applications for Certificates of Appropriateness and Certificates of Economic Hardship and grant, conditionally grant, assign to a design review committee, hold over for further action, or deny same in accordance with the provisions of this Chapter and the guidelines;

(4) Prescribe a reasonable fee to help defray the costs of processing the application;

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(5) Seek technical advice from outside its membership on any application;

(6) Subject to funding, attend at least two (2) informational or educational meetings per year pertaining to historic preservation. Such meetings may include those sponsored by the Alabama Historical Commission, the National Trust for Historic Preservation, the National Alliance of Preservation Commissions, the Alabama Trust for Historic Preservation, the Commission's Preservation Leadership Class or other training approved by the Commission. One of the two meetings should be regional or statewide;

(7) Receive, review and assess each application for a Certificate of Appropriateness to determine if the application qualifies for Expedited Review by City staff. Should the application be found to so qualify, designated City staff shall conduct the Expedited Review to determine whether the application adheres to the design guidelines and does not impair the architectural integrity of the building, the property, or the surrounding neighborhood. If an application does not qualify for Expedited Review, Staff shall prepare an analysis of the application and present it to the applicant and to the Board, including any recommendations, for full review;

(8) Award a Certificate of Appropriateness to applicants who duly qualify for such;

(9) Retain the records of the Board and all Expedited Reviews shall be retained in such a manner that decisions are secure and readily available to the public and cataloged for easy reference.

Sec. 44-77. CERTIFICATES OF APPROPRIATENESS.

(a) Certificate of Appropriateness Required. After the designation by ordinance of any local Historic District, no exterior Material Change shall be made on any property or site, any portion of which is contained within a local Historic District, nor shall any building or structure in a local Historic District be erected or demolished, and no Material Change of such property or structure, site, object or work of art within such Historic District, shall be made or be permitted to be made by the owner or occupant thereof, unless or until the application for a Certificate of Appropriateness has been submitted to and approved by the Board, except that no Certificate of Appropriateness shall be required by the City for the demolition of all or part of a structure, building or other property deemed to be a public nuisance and ordered to be demolished by the City Council.

(b) Signs on Historic Properties or within Historic Districts. Signs shall be considered as structures, and no sign in a local Historic District or along Government Street from Water Street to Dauphin Island Parkway shall be demolished, changed or erected unless and until the Board approves a Certificate of Appropriateness in accordance with design guidelines adopted by the Commission.

(c) Alterations or Demolitions of Public Property within Local Historic Districts or Public Property which has been designated as a Historic Property. The requirement of a Certificate of Appropriateness shall apply to any public property which has been designated a Historic Property or which is contained in a local Historic District, excepting those addressed in Section 11-68-15 of the Alabama Code, and shall apply to actions by public authorities which involve Historic Properties and properties within local Historic Districts; notwithstanding the foregoing, those properties that have been ordered demolished by order of the City Council pursuant to the Unsafe Building Act shall be exempt from a Certificate of Appropriateness. At such time as the City issues its notice to the property owner that such property is in violation of the City's Unsafe Building Act, a copy of such notice shall be provided to the Commission.

(d) Demolition by Neglect. Demolition by neglect and the failure to maintain a Historic Property or a structure within a local Historic District shall constitute a Material Change for which a Certificate of Appropriateness is required.

(e) Paint Colors. The Board shall review paint color and placement. The painting of originally unpainted surfaces shall require a Certificate of Appropriateness.

(f) Interior Alterations. In reviewing applications for Certificates of Appropriateness, the Board shall not consider interior room arrangement or use having no effect on Exterior Architectural Features; however, the Board may require a floor plan to aid in understanding the exterior design scheme.

(g) Prior to Receiving Building Permit. A Certificate of Appropriateness must be obtained prior to an Applicant receiving a building permit from the City of Mobile for any work to the outside of any property located within a local Historic District.

(h) Enforcement of Inspections. For adherence to the requirements of this

Chapter, the reporting of conditions and the enforcement of punitive actions when necessary shall be administered by the Staff who will receive the administrative support of the City of Mobile. Included within its enforcement authority, the City shall have all rights and remedies specified by law.

Sec. 44-78. PROCEDURE FOR GRANTING OR DENYING APPLICATIONS FOR CERTIFICATES OF APPROPRIATENESS.

(a) Applications. An application for a Certificate of Appropriateness shall be accompanied by such drawings, photographs, plans or other documentation as may be required by the Board. Applications involving demolition or relocation shall also conform to the requirements in Sec. 44-79 (a-b).

(b) Expedited Review. Staff shall assess applications and execute Expedited Review on items approved by the Commission and found to meet the design guidelines. Expedited review shall be approved for the following minor projects, routine maintenance and minor alterations, including awnings, in-kind repairs, fencing, painting, repair and resurfacing of existing driveways and sidewalks; and accessory structures utilizing stock designs previously approved by the Board; and for those other instances that may be allowed by resolution. Routine maintenance shall include ordinary maintenance or repair of any exterior architectural or environmental feature to correct deterioration, decay or damage, or to sustain the existing form, while not impairing the historic integrity of the building, the property, or the neighborhood.

(c) Hearings on Applications. Except for matters considered under procedures for Expedited Review, applications for Certificates of Appropriateness shall be considered by the Board at public meetings, held at least once a month, provided there is business before the Board, at a time and place set out in the rules of the Board. All applicants, owners of the property in the local Historic District, and other interested parties shall be afforded a reasonable opportunity to be heard on the application.

(d) Notice of Hearing. At least seven (7) days prior to the hearing, the Board shall notify the applicant of the time and place of the hearing and shall provide the applicant with a copy of any staff reports pertaining to the application. A notice shall be posted on the property indicating that an application is pending. The Board or Staff may take such further action as may reasonably be required to inform the owners of any property likely to be affected by the application.

(e) Deadline for Approval or Rejection of Application. Failure of the Board to act within forty-five (45) days of submission shall constitute approval, and no other evidence of approval shall be needed. Upon request, the Board shall notify the building official that a permit may be issued for the work specified in the application. An applicant requesting a delay or a Board-adopted motion to holdover an application shall relieve the Board of the 45-day deadline. An application may be amended at the meeting to remedy any problems with the consent of the applicant and the Board.

(f) Basis for Decision. In considering an application the Board shall consider two criteria:
(1) Does the request impair the historic integrity of the building;

(2) Does the request impair the historic integrity of the neighborhood.
If the answer to both questions is negative, the Board shall grant a Certificate of Appropriateness. If the answer to either or both questions is affirmative, the Board shall deny the application, approve the application with conditions, assign the application to a design review committee, or hold over the request for further information or action.

(g) Notice of Decision. Notice of the Board's decision shall be sent to the applicant and all other persons who have requested such notice in writing filed with the Board.

(h) Necessary Actions to be taken by the Board upon Rejection of Application for Certificate of Appropriateness.

(1) In the event the Board rejects an application, it shall state its reasons for doing so and shall transmit a record of such actions and reasons, in writing, to the applicant. The Board may suggest alternative courses of action it thinks proper if it disapproves of the application submitted. Resubmission of the same application is not allowed for a period of six months following the meeting at which the request was denied. However, the applicant may make modifications to the plans and resubmit the application at any time provided the modifications are significant in addressing the concerns of the Board.

(2) The rejection of the application for a Certificate of Appropriateness by the Board shall be binding upon the building official or other administrative officer charged with issuing building permits and, in such cases, no permits shall be

issued.

(i) Certificate of Appropriateness Void if Construction not Commenced. A Certificate of Appropriateness shall become void unless construction is commenced within one (1) year from the date of issuance. Certificates of Appropriateness are renewable by Staff for one (1) additional year.

(j) Requirements of Conformance with Certificate of Appropriateness. All work performed pursuant to a Certificate of Appropriateness shall strictly comply with all conditions of such certificate. In the event work is performed not in accordance with such Certificate, the City shall issue a cease-and-desist order and all work shall cease.

Sec. 44-79. STANDARD OF REVIEW.

(a) Required Findings for Approval. The Board shall not approve any application ./ or issue a Certificate of Appropriateness unless it finds that the proposed change, erection or demolition conforms to the design guidelines; is compatible with the character of the Historic Property or local Historic District; and does not detract from the value of the Historic Property or local Historic District. In making this determination, the Board shall consider, in addition to any other pertinent factors, the historical and architectural features involved and the proposed change thereto, and the relationship thereof, to the exterior architectural style, and pertinent features of other structures in the immediate neighborhood.

(b) New Structures in a Local Historic District. In the case of a proposed new building, the Board shall not approve any application or issue a Certificate of Appropriateness unless it finds that such building will not, in itself or by reason of its location on the site, materially impair the architectural or historical value of the buildings on adjacent sites or in the immediate vicinity and that such building will not be injurious to the general visual character of the local Historic District in which it is to be located.

Sec. 44-80. DEMOLITION/RELOCATION.

(a) Required Findings. The Board shall not grant Certificates of Appropriateness for the demolition or relocation of any Historic Property or property within a local Historic District unless the Board finds that the removal or relocation of such building will not be detrimental to the historic or architectural character of the District. In making this determination, the Board shall consider:

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(1) The historical or architectural significance of the structure;

(2) The importance of the structure to the integrity of the local Historic District, the immediate vicinity or area, or relationship to other structures;

(3) The difficulty or the impossibility of reproducing the structure because of its design, texture, material, detail or unique location;

(4) Whether the structure is one of the last remaining examples of its kind in the neighborhood, the county, or the region, or is a good example of its type, or is part of an ensemble of historic buildings creating a neighborhood; and

(5) Whether there are definite plans for reuse of the property if the proposed demolition is carried out, and what effect such plans will have on the architectural, cultural, historical, archaeological, social, aesthetic, or environmental character of the surrounding area.

(b) Content of Applications. All applications to demolish or remove a Historic Property or a structure in a local Historic District shall contain the following minimum information:
(1) The date the owner acquired the property, purchase price, and condition on date of acquisition;

(2) The number and types of adaptive uses of the property considered by the owner;

(3) Whether the property has been listed for sale, prices asked and offers received, if any;

(4) Description of the options currently held for the purchase of such property, including the price received for such option, the conditions placed upon such option and the date of expiration of such option;

(5) Replacement construction plans for the property in question, amounts expended upon such plans, and the dates of such expenditures;

(6) Financial proof of the ability to complete the replacement project, which may include but not be limited to a performance bond, a letter of credit, a trust for completion of improvements, or a letter of commitment from a financial

institution; and
(7) Such other information as may reasonably be required by the Board. With respect to applications for relocation of a building, the required information shall clearly define the anticipated impact on both the present site and the future site.

(c) Post Demolition or Relocation Plans Required. In no event shall the Board entertain any application for the demolition or relocation of any Historic Property or property in a local Historic District, unless the applicant also presents at the same time the post-demolition or post-relocation plans for the site.

Sec. 44-81. CERTIFICATE OF ECONOMIC HARDSHIP.

(a) Substantial Economic Hardship. If the Board denies an application for a Certificate of Appropriateness, a property owner may apply for a Certificate of Economic Hardship. The purpose of the Certificate of Economic Hardship is to provide relief where the application of this chapter would otherwise impose a Substantial Economic Hardship.

(b) Burden of Proof. The burden of proof rests on the applicant to show that the denial of the Certificate of Appropriateness will result in a Substantial Economic Hardship.

(c) Applications. The applicant shall provide such information as may reasonably be required by the Board to establish the owner's claim of Substantial Economic Hardship. The data provided by the applicant must be substantiated by either professionals in an applicable field or by thorough documentation of how the information was obtained. The Board may request additional information from the applicant, as necessary, to make informed decisions. Certificates of Economic Hardship are granted only to the applicant and are not transferable.

(d) Standards for Consideration. In making its determination, the Board may consider, but is not limited to, the following factors, evidence, and testimony:
(1) The date the property was acquired and status of the property under this Chapter at the time of acquisition, e.g., whether the property was protected by this Chapter or earlier versions of this chapter, its condition, etc.;

(2) The structural soundness of the building, or any structures on the property

and their suitability for rehabilitation;

(3) The current level of economic return on the property;

(4) The economic feasibility of rehabilitation or reuse of the existing property or structures;

(5) The marketability of the property for sale or lease, considered in relation to any listing of the property for sale or lease, and the price asked and offers received, if any, within the previous two (2) years. Evidence of this factor shall include testimony and relevant documents regarding:
(i) Any real estate broker or firm engaged to sell or lease the property;
(ii) Reasonableness of the price or rent sought by the applicant; and,
(iii) Any advertisements placed for the sale or lease of the property by the owner or applicant;

(6) Comments and/or reports from any community organizations, preservation groups, other associations and private citizens that wish to comment on a submission made under the economic hardship provision; and

(7) The extent to which the owner is responsible for his or her own economic hardship, if any, such as the owner's:
(i) Failure to perform normal maintenance and repairs;
(ii) Failure to diligently solicit and retain tenants;
(iii) Failure to prescribe a rental amount which is reasonable;
(iv) Failure to provide normal tenant improvements; and,
(v) Purchase of the subject property without making said purchase contingent upon first obtaining the approvals required by this Chapter or earlier versions of this chapter.

(e) Hearing. The Board shall hold a public hearing as soon as practicable but not longer than forty-five (45) days after receipt of a completed application for a Certificate of Economic Hardship. Notice shall be provided in the same manner the Board uses for hearings on Certificates of Appropriateness. At the hearing, the Board shall take testimony presented by the owner and any other interested parties on the standards set forth above. The Board shall issue its decision within forty-five (45) days of the hearing. If the Board fails to timely hold a public hearing or, having conducted a hearing, fails to render a decision within forty-five (45) days, the application for a Certificate of Economic Hardship shall be deemed granted.

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(f) Denial. If the Board denies the application for a Certificate of Economic Hardship, the applicant shall be notified in writing and shall be provided a copy of the Board's final determination and a Certificate of Appropriateness shall not be issued.

(g) Initial Determination. If the Board makes an initial determination that the applicant has presented a case which may establish substantial economic hardship, but finds that reasonable alternatives may exist which should be pursued by the applicant, the Board may delay its final determination for a period of no more than six (6) months. The applicant shall be notified of the initial determination and shall be provided a copy of the Board's findings and reasons for the postponement.

(h) Postponement. Within any period of postponement specified in subsection (g), the Board, in cooperation with the City, the Commission, and the owner, may explore alternatives that will assure reasonable use of the property including, but not limited to, loans or grants from public or private sources, acquisition by purchase or eminent domain, building and safety code modifications to reduce the cost of maintenance, restoration, rehabilitation or renovation or changes in applicable zoning regulations sufficient to allow reasonable use of the property.

(i) Issuance of Certificate. Upon the expiration of the period of postponement, the Board shall issue the Certificate of Economic Hardship. The Certificate may be subject to conditions including adherence to the design guidelines for subsequent construction. The Certificate of Economic Hardship shall be valid for a period of one hundred twenty (120) days from approval by the Board.

Sec. 44-82. APPEALS.

(a) Notice of Appeal. Within fifteen (15) days after a final decision of the Board, any person having a request for a Certificate of Appropriateness denied by the Board may appeal the decision to the Circuit Court of Mobile County.

(b) Record of Proceedings. Upon receiving notice of appeal, the Board shall transmit to the Clerk of the Court a certified record of the proceedings in the case.

(c) Standard of Review. The appeal shall be determined solely on the question of whether the Board, in rendering its decision, acted beyond the limits of its powers or abused its discretion.

Sec. 44-83. MAINTENANCE OF HISTORIC PROPERTIES AND PROPERTIES IN HISTORIC DISTRICTS.

(a) Failure to Provide Ordinary Maintenance or Repair. Owners of Historic Properties and/or properties within local Historic Districts shall not allow their buildings to deteriorate by failing to provide ordinary maintenance or repair. It shall be a violation of this Chapter for an Owner to fail to maintain any structure or to prevent the deterioration of any exterior appurtenance or architectural features. At a minimum, Owners shall keep such structure or property, including all accessory structures, adequately maintained and repaired in accordance with the following:

(1) Foundation. The building foundation shall be maintained in a safe manner and capable of supporting the load which normal use may cause to be placed thereon;

(2) Exterior Walls. Every exterior wall shall be free of holes, breaks, loose or rotting boards or timbers, and any other conditions that might admit vermin, rain or dampness to the interior portions of the walls or to the occupied spaces of the building. All siding material shall be kept in repair;

(3) Roofs. Roofs shall be structurally sound and maintained in a safe condition and have no defects that might admit vermin, rain or cause dampness in the walls or interior portion of the building;

(4) Stairs, Porches and Appurtenances. Every outside stair, porch and any appurtenance thereto shall be safe to use and capable of supporting the load that normal use may cause to be placed thereon and shall be kept in sound condition and good repair;

(5) Windows and Doors. Every window, exterior door and basement or cellar door and hatchway shall be substantially weather-tight, watertight, rodent proof and in good repair. Only material consistent with the design and architectural integrity of the building shall be used to enclose windows or doorways. Every uncovered window shall be fully supplied with glass window panes or an approved substitute, which are without open cracks or holes. Window panes

shall not be painted;

(6) Hardware. Every exterior door shall be provided with proper hardware and be maintained in good condition;

(7) Door Frames. Every exterior door shall fit reasonably well within its frame so as to substantially exclude rain and wind from entering the building; and

(8) Protective Treatment. All exterior wood surfaces, other than decay resistant woods, shall be substantially protected from the elements and decay by painting or other protective covering or treatment. All siding shall be weather resistant and watertight. All masonry joints shall be sufficiently tuck-pointed to insure water and air tightness.

(b) Vacant Buildings. In the case of unoccupied buildings, a mothballing plan approved by the Board may be used in lieu of the standards contained in this section.

(c) Time for Compliance. The Building Inspector shall allow owners a reasonable period of time, but not more than two (2) years, to bring their properties into compliance with the standards prescribed herein. In the event repairs are not timely completed, or there is no attempt to correct the problems, the Inspector may issue a citation for violation of a municipal ordinance or file a criminal Complaint with a Magistrate or a civil Complaint with the Clerk of the Circuit Court.

(d) Affirmation of Existing Building and Zoning Codes. Nothing in this Chapter shall be construed as to exempt property owners of occupied buildings from complying with existing City building and zoning codes, nor to prevent any property owner from making any use of his or her property not prohibited by other statutes, ordinances or regulations. Nothing herein shall limit, modify, supersede or restrict any other existing law or regulation governing buildings, the issuance of building permits, the inspection of buildings or any other law or regulation.

Sec. 44-84. PENALTY PROVISIONS.

(a) Criminal Penalties. It shall be unlawful for an owner of a Historic Property or any property, any portion of which is contained within a local Historic

District, to:
(1) Make or permit to be made any Material Change without first obtaining a Certificate of Appropriateness as required by this Chapter; or
(2) violate any other provision of this Chapter.

(b) Fines. All violations shall be punished by a fine of $100, plus costs and fees of court. Any person convicted of a second violation of this Chapter within a five-year period shall be punished by a fine of $500 plus costs and fees of court. Every day any violation of this Chapter shall continue shall constitute a separate offense.

(c) Other Remedies. The Commission and/or the City may institute any appropriate action or proceeding in a court of competent jurisdiction to prevent any Material Change to any property, any portion of which is contained in a local Historic District; or to prevent any illegal act or conduct with respect to such Historic Property or local Historic District, and to recover any damages that may have been caused by the violation of this Chapter.

Sec. 44-85. SEVERABILITY.

In the event that any section, subsection, sentence, clause or phrase of this Chapter shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not originally a part thereof.

Sec. 44-86. REPEALER.

All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

Sec. 44-87. EFFECTIVE DATE.

This Ordinance shall become effective upon July 14, 2023 ("Effective Date"), and its provisions shall apply to any application that is pending on the Effective Date.

ADOPTED:

_____
City Clerk

\\Citylawsrv\cycom\WPDocs\D023\P005\00103120.doc
ordinance to amendment - rb(8721375.5).doc

28

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

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	4/20/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/20/2023 - 10:35 AM

R E S O L U T I O N

Sponsored by: Councilmember C. J. Small

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

Type of application:	Lounge retail Liquor Class I License
Submitted by:	Viking Liquor Store, LLC
Location:	Viking Liquor Store 2551 Halls Mill Road, Ste. B Mobile, AL 36606

Adopted:

_____

City Clerk

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

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5565

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 04.12.2023

Note: **If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board**

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE STORE)

(Type of License)

TO: *VIKING LIQUOR STORE LLC*

Trade Name: VIKING LIQUOR STORE

Location: 2551 HALLS MILL ROAD STE B MOBILE AL 36606

This business is located within the City's corporate limits.

Comments:
NEW APPLICAITON
AGENDA 04.25.2023

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
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Comments:
NEW APPLICAITON
AGENDA 04.25.2023

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Gauthier**

From: **Logan Anderson**
Principal Planner H. Logan Anderson

Date: **April 13, 2023**

Re: **Application # 5565 / 2551 Halls Mill Rd Ste B**

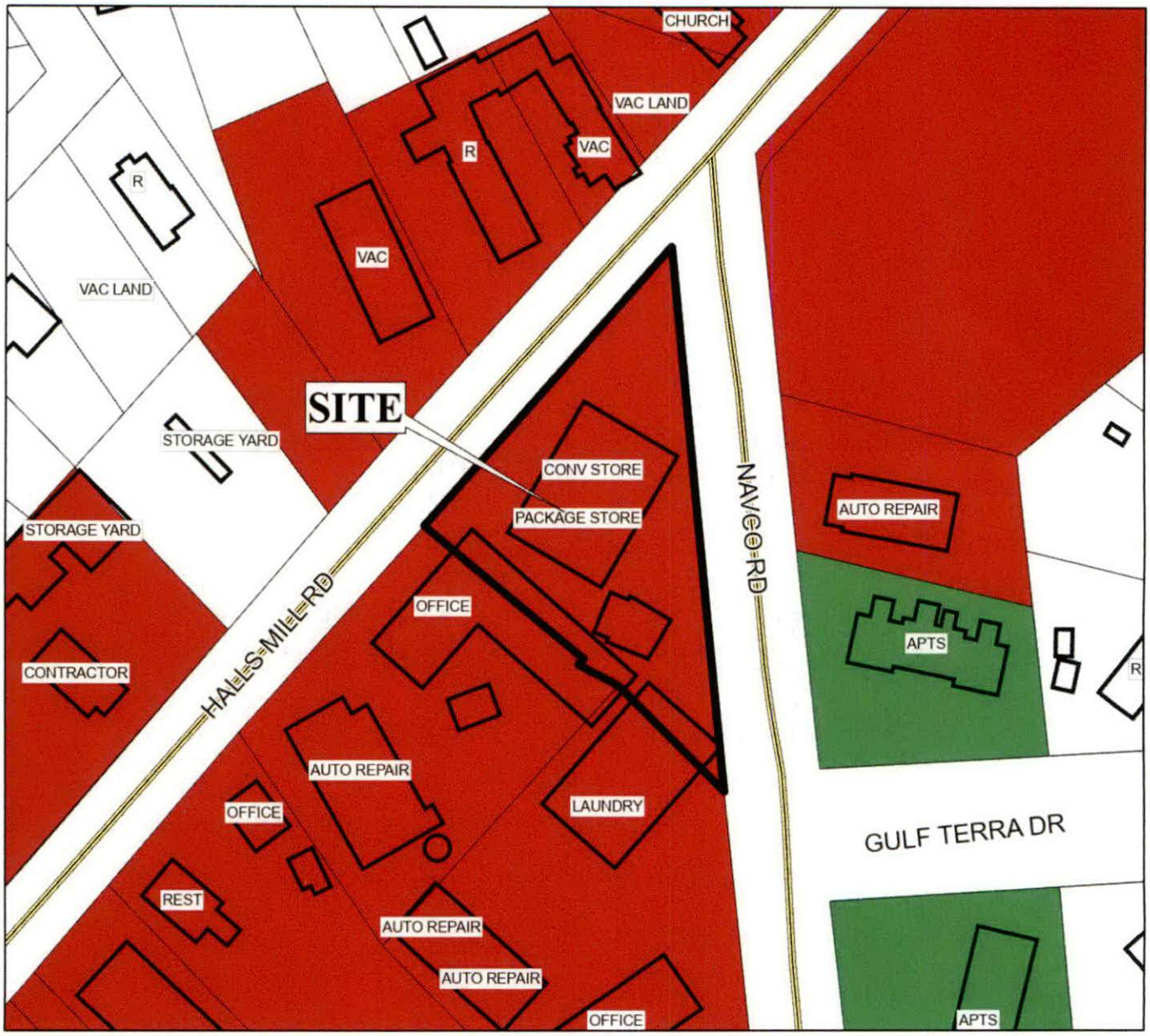
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a package store with retail liquor sales is a permitted use in this zoning district.

Based on documentation on file, the site has a nonconforming status with regard to parking.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District 3, C.J. Small (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5565 DATE APRIL 25, 2023

APPLICANT VIKING LIQUOR STORE LLC

LOCATION 2551 HALLS MILL RD STE B

REQUEST ALCOHOLIC BEVERAGE LICENSE

N

W E

S

NTS

LANDUSE SURVEY CONDUCTED 2010

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	

AGENDA DATE 04.25.2023

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5565

☑ **NEW APPLICATION** ☐ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

VIKING LIQUOR STORE LLC has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE STORE)**
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *VIKING LIQUOR STORE LLC*

TRADE NAME: VIKING LIQUOR STORE

LOCATED AT: 2551 HALLS MILL ROAD STE B MOBILE AL 36606

☐ YES	☐ NO	☑	N/A - Has property owner list been supplied?
☐ YES	☐ NO	☑	N/A - Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑	N/A - Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKINNER
(Revenue Department Representative)

CONTACT: SHARON INGRAM **PHONE#:** 251.508.8518

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 02.24.2023
Application No: 5565

Type License: ***011 - LOUNGE RETAIL LIQUOR CLASS II (Package Store)***

Type License: ***N/A***

Name of Applicant(s) ***VIKING LIQUOR STORE LLC***

Ownership: ***LLC***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
KANG, KIM HEANG	MEMBER	09.17.1965 CAMBODIA	

Corporate information: 001-010-742 (Enter book & page or document info) Date: 03.24.2022 (Incorporation or Authority) County: MOBILE

Trade Name ***VIKING LIQUOR STORE***

Location 2551 HALLS MILL ROAD STE B MOBILE AL 36606

Mailing Address 2551 HALLS MILL ROAD STE B MOBILE AL 36606
(Include Street or Post Office Box Address City State, and Zip Code)

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? PACKAGE STORE

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)

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

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

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

N O

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? ***NO***

(If YES, explain in Law violation Section) **Signature of applicant** Sharon Ingram POA

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED** Sharon Ingram POA

COUNTY OF **MOBILE** **TITLE** POA **DATE** 02.24.2023

The undersigned VIKING LIQUOR STORE LLC -- SHARON INGRAM (POA)

(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

Sharon Ingram POA

Signature of Affiant

Sworn to and subscribed before, me this 24th day of FEBRUARY Year 2023

R Shawn Skinner

SIGNATURE OF NOTARY

MY COMMISSION EXPIRES

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

GENERAL APPLICATION INFORMATION

Contact Person SHARON INGRAM E-mail: ACCOUNTING@HHBUSINESSSERVICES.NET

Phone Number: Home: 251.508.8518 Cell: 251.508.8518 Bus: 251.508.8518

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

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *NO*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *NO*

Will this business be operated PRIMARILY as a package store? *YES*

Building seating capacity 0 License premises includes patio area *NO*

Square Footage 7100

License covers: *OTHER*

License Structure: *SHOPPING CENTER*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a convinction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE) .

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
KANG. KIM HEANG	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant: POA

Lease /Property Ownership

Name of Property Owner/Lessor: JINGLY KANGMAN

Address of Property Owner/Lessor: 101 CLARIDGE ROAD EAST MOBILE AL 36608

Applicant attests to the truthfulness of the above responses. (Applicant's Initials)

CITY OF MOBILE

REVENUE DEPARTMENT

February 24, 2023

VIKING LIQUOR STORE

2551 HALLS MILL ROAD STE B

MOBILE, AL 36606 USA

ACCOUNT NUMBER: 124773 TERRITORY 3

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT	PAID AMT	INTEREST	PENALTY
1497728	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.00	$0.00	$0.00

TOTAL DUE: **$50.00***

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

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

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

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

032406-0002 SHAWN S. 02/24/2023 09:04AM

BUSINESS LICENSE

VIKING CONVENIENCE STORE LLC	
124772	
2023 Item: 1497726	
ALCOHOL APPLICATION FEE	50.00
VIKING LIQUOR STORE LLC	
124773	
2023 Item: 1497728	
ALCOHOL APPLICATION FEE	50.00
	100.00
Subtotal	**100.00**
Total	**100.00**
CASH	100.00
Change due	0.00

Paid by: VIKING CONVENIENCE STORE LLC

Thank you for your payment

CUSTOMER COPY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230410140540442

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) **State:** $300.00 **County:** $300.00

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

Trade Name: VIKING LIQUOR STORE **Filing Fee:** $50.00

Applicant: VIKING LIQUOR STORE LLC **Transfer Fee:**

Location Address: 2551 HALLS MILL ROAD STE B MOBILE, AL 36606

Mailing Address: 2551 HALLS MILL ROAD STE B MOBILE, AL 36606

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 03 **Type Ownership:** LLC

Book, Page, or Document info: 001-010-744

Do you sell Draft Beer?:

Date Incorporated: 03/24/2022 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 03/24/2022

Federal Tax ID: 92-3335411 **Alabama State Sales Tax ID:** R011555421

Name:	Title:	Date and Place of Birth:	Residence Address:
KIM HEANG KANG 10115583 - AL	MEMBER	09/17/1965 CAMBODIA	101 CLARIDGE ROAD E MOBILE , AL 36608

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

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

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: SHARON INGRAM
Business Phone: 251-508-8518
Fax:

Home Phone: 251-508-8518
Cell Phone: 251-508-8518
E-mail: ACCOUNTING@HHBUSINESSSERVICES.NET

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230410140540442

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: JINGIY KANG 251-660-1216
What is lessors primary business? LANDLORD
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

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

Will the business be operated primarily as a package store? YES
Building Dimensions Square Footage: 1875 Display Square Footage: 850
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: ONE STORY License covers: OTHER
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230410140540442

Initial each — **Signature page**

[KC] In reference to law violations, I attest to the truthfulness of the responses given within the application.

[KC] In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

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

[XXX] In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

[XXX] In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

[XXX] In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

[KC] In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

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

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

[KC] I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Kip H. Kang (POA

Signature of Applicant: (POA)

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham

Commission expires:

Application Taken: 4/10/23 **App. Inv. Completed:**
Submitted to Local Government:
Received in District Office: **Reviewed by Supervisor:**

Forwarded to District Office:
Received from Local Government:
Forwarded to Central Office:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230410140540442

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

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

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

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

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

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

Other Explanations
License Covers: SUITE B

FORM A

Name: Kim Heung Kang Account #_____

Business Name: Viking Convenience Store

Business Location and Tax ID No.: 2551 Halls Mill Rd Mobile, 36606

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

Proof of Citizenship Demonstration and Declaration

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

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

Please check which of the listed items has been provided.

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

CITIZENSHIP DECLARATION

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

Date 3/24/2022

Declarant's Signature

SPECIAL POWER OF ATTORNEY

I Kim H. Kang hereby appoint Sharon Ingram as my attorney in fact to act in my capacity to do the following: Viking Convenience Viking Liquor

To sign and execute forms/documents relating to The City Of Mobile and the local governing body concerning All Business Matters

The rights, powers and authority of my attorney in fact to execute any and all of the rights and powers, herein granted shall commence and be in full force and effect on 3-25-2022.

and shall remain in full force and effect until Revoked or unless specifically extended or rescinded earlier by either party.

March 25, 2022

Date

Signature

STATE OF ALABAMA

COUNTY OF MOBILE

WITNESS my hand and official seal the date aforesaid.

Notary Public NOTARY PUBLIC

My Commission Expires 10-02-22

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

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

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

   Viking Liquor Store LLC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. The name of the registered agent (only one agent): Jing I Kang

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

   101 Claridge Rd. E Mobile, AL 36608

   *COUNTY of above address: MOBILE

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

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

(For SOS Office Use Only)

Alabama
Sec. Of State

001-010-744 DLL

Date	03/24/2022
Time	17:28:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

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

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

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

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

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 3 / 24 / 2022 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 5 : 28 ○ AM or ◉ PM. (cannot be noon or midnight – 12:00)

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

3 / 24 / 2022
Date (MM/DD/YYYY)

Kim Heang Kang
Signature as required by 10A-5A-2.04

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

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

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:

Viking Liquor Store LLC

This name reservation is for the exclusive use of Kim Heang Kang, 101 Claridge Rd. E, Mobile, AL 36606 for a period of one year beginning March 24, 2022 and expiring March 24, 2023

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

March 24, 2022

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES012263

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

Date of this notice: 03-24-2022

Employer Identification Number:
88-1406888

Form: SS-4

Number of this notice: CP 575 G

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

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

VIKING CONVENIENCE STORE
VIKING LIQUOR STORE
% KIM H KANG SOLE MBR
2551 HALLS MILL RD
MOBILE, AL 36606

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-1406888. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

EMAIL TO: planning@cityofmobile.org (Subject line of the email should say: "Liquor license application: insert street address. For any further questions about this form, please call Build Mobile at 251-208-5895).

RE: ALCHOLIC BEVERAGE APPLICATION FILE

Request for zoning permission to process an alcoholic beverage application, (subject to approval by City Council and issuance of Zoning Certificate).

(Type of alcoholic beverage license)

To be used in a/an Liquor Store
(Type of business)

Viking Liquor Store
(Name of applicant whether individual, corporation, etc.)

2551 Halls Mill Rd. Mobile, AL. 36606
(Location address for application)

Mobile AL
City State Zip

~~1000~~ 7,100± SF
(Square feet of business)

Note: You must provide a drawing of the site to the Planning & Zoning representative for a review of the parking facilities. The drawing must illustrate the lot and dimensions, the building size and location, the size and location of each parking space and access (driveways) and aisles.

****

URBAN DEVELOPMENT DEPARTMENT

Zoning B-3 Parking Provided 12

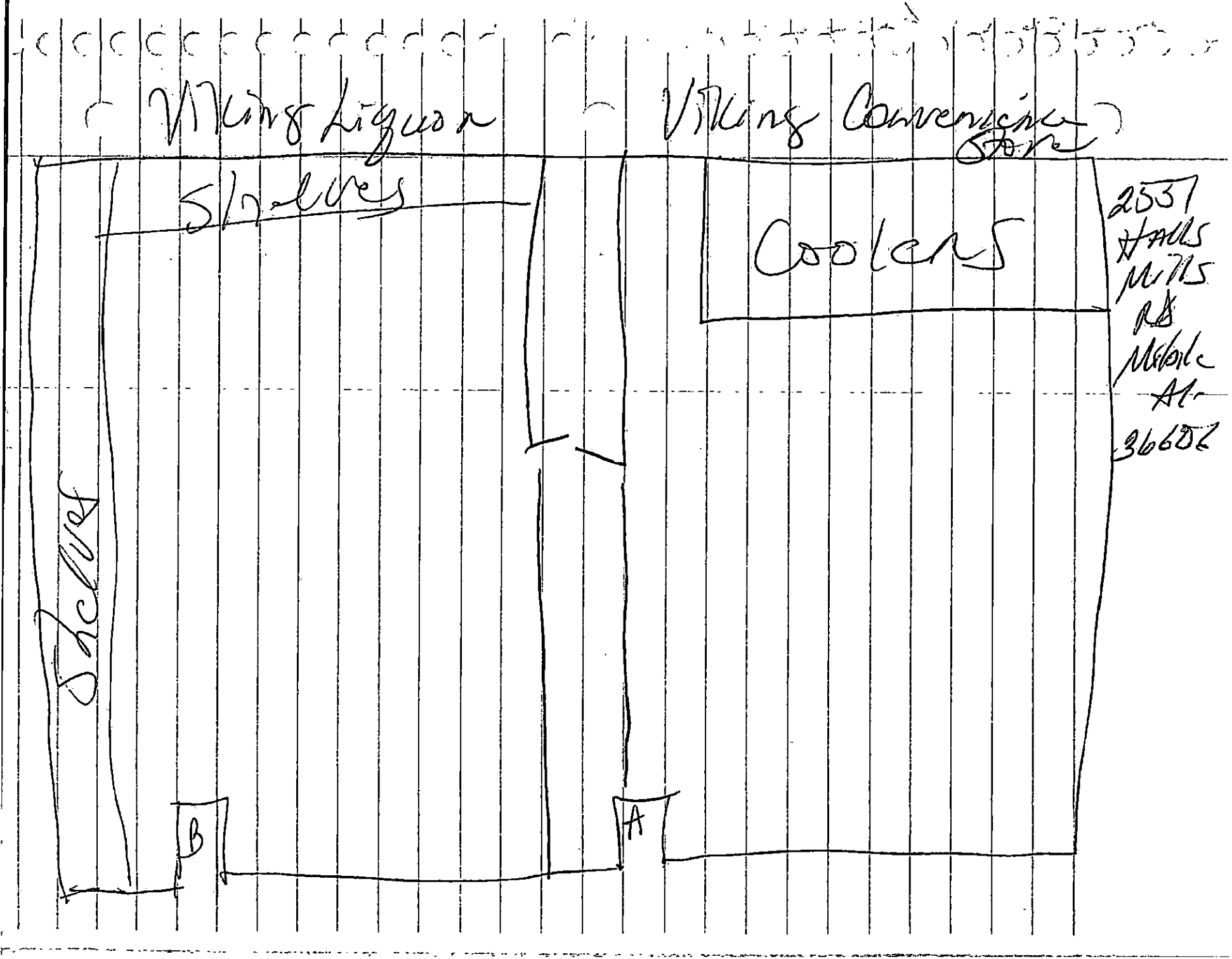
Parking Required 24 Compliance: X * Yes ____ No

(Signed by Urban Development Dept) 02/13/2023 Date

* The site is non-conforming w/regard to parking.

E1 SITE PLAN
1"=64'-0"

12 parking spaces


Viking Liquor
Viking Convenience Store
Shelves
Coolers
2537
Halls
Mills
Rd
Mobile
AL
36606
Shelves
B
A

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of **MOBILE** and in the county of **MOBILE.** State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8535)

The above described property is ( ) owned, (✓) leased, ( ) sub-leased, or otherwise surrendered to Kim Heang Kang who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 13th day of February, 2023.

Notary Public

Jing Iy Kang 02-13-2023
Property Owner Date

07/06/2026
My Commission Expires

Jing By Dage
Kim Heang Kang 02.13.2023
Licensee Date

GHULAM RASOOL COM. EXP. NOTARY PUBLIC July 6, 2026 MOBILE COUNTY, ALABAMA

Property Details

Account

Key Number:	895400
Legal Description:	BEG AT SW INT OF HALLS MILL & NAVCO RDS TH S 47 DEG 06 MIN 30 SEC W 232.3 FT ALG S RWL OF HALLS MILL RD TH S 42 DEG 18 MIN 30 SEC E 136 FT TH S 47 DEG 41 MIN 30 SEC W 4.0 TH S 40 DEG 09 MIN 42 SEC E 29.27 FT TH S 42 DEG 18 MIN 30 SEC E 87.84 FT TH N ALG W ROW OF NAVCO RD 345.09 FT TO POB OF PPTY HEREIN DESC #SEC 51 T4S R1W #MP29 09 51 0 007
Parcel Number:	2909510007258XXX
Type:	Real
Property Class:	2

Location

Address:	2551 HALLS MILL RD MOBILE, AL 36606

Owner

Name:	HOFFORT JEFFREY
Mailing Address:	101 CLARIDGE RD E MOBILE , AL 36608-1754
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	$138,600
Land Value:	$23,000
Appraised Value:	$161,600
Taxable Value:	$161,600
Assessed Value:	$32,320

VALUES DISPLAYED ARE 2022 CERTIFIED VALUES.

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

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective February 1, 2022, by and between Jingly Kangman (Agent)("Landlord") and Kim Heang Kang ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 2551 Halls Mills Rd., Mobile, AL 36608 and legally described as follows (the "Building"): [Legal Description of Building].

Landlord makes available for lease a portion of the Building designated as Suite A [Suite or Other Number of Lease Building] (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased fgemiges-tg Ignant, and Tenant herghy lgases the game from Landlord, for an "Initial Term" beginning February 1, 2022 (Start Date] and ending February 1, 2027 [End Date]. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant shall renew the Lease for one extended term of 5 years [Renewal Term]. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

C. Tenant shall renew the Lease for second extended term of 5 years [Renewal Term]. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. Rental.

Tenant shall pay Landlord during the Initial Term rental of $48,000.00 [Annual Rent] per year, payable in installments of $4,000.00 Monthly Rental Amount] per month. Each installment payable shall be due in advance on the first day of each calendar month during the lease term to Landlord at 5790 N. Riverchase Dr. Mobile, AL 36619 [Landlord's designated Payment Address] or at such other places designated by written

option and without affecting any other remedy hereunder, cure such default, and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lessor of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

28. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises including those laws described in Paragraph 3 of this Lease. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises. Tenant shall comply with all ADEM rules and regulations. Landlord shall comply with Tenant's direction to lead issue resolution with local, city, state, and/or federal on related issue(s) concerning Leasing Premises while under term. Otherwise, Tenant shall NOT be responsible for any fees and rental payment during this period.

29. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

30. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year above written.

01.25.22

[LandLord Signature]
Jingly Kangman [Landlord]

01.25.22

[Tenent Signature]
Kim Heang Kang [Tenant]

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said County in said State, do hereby certify that Kim Heang Kang, whose name is signed to the foregoing Commercial Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this 01/25/2022

Ghulam Rasool - Notary
State of Alabama at Large
The UPS Store - Mobile Co.,
Commission Expires 04/26/2

NOTARY PUBLIC
My commission expires: 04-26-2022

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said County in said State, do hereby certify that Jingly Kang whose name is signed to the foregoing Commercial Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this 01/25/2022

NOTARY PUBLIC
My commission expires: 04-26-2022

Ghulam Rasool - Notary
State of Alabama at Large
The UPS Store - Mobile Co., AL
Commission Expires 04/26/2022

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGN ON PROPERTY

I hereby agree to allow the City of Mobile to post a sign on my property notifying the general public than an application for the sale of alcohol is being considered for this location. I understand that the City of Mobile will erect and maintain said sign and remove the sign after the application is considered by the City.

02.13.2023
Date

Jing Iy Kang
Owner of Property (Signature)

Jing Iy Kang
Print Name of Property Owner

[redacted]
Address

Mobile AL 36608
City State Zip

I agree that I will not remove or discard the City of Mobile's sign, and I will be responsible for reimbursing the City of Mobile for the cost of the sign if it is discarded.

02-13-2023
Date

Applicant's Signature

Kim Heang Kang
Print Name of Applicant

[redacted]
Address

Mobile AL 36608
City State Zip

Public Hearing on Application for Alcohol Licenses

A. Applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by governing body, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the revenue officer when application is first made to the license inspector for such license. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

THE UNDERSIGNED HAS MADE APPLICATION TO THE CITY COUNCIL OF MOBILE FOR AN ALCOHOL LICENSE FOR THE PREMISES.

A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF MOBILE LOCATED AT GOVERNMENT PLAZA (205 GOVERNMENT STREET). MEETING TIME WILL BE HELD AT 10:30 AM

App Control #	5565
Business Name	VIKING LIQUOR STORE LLC
Company DBA	VIKING LIQUOR STORE
Business Address	2551 HALLS MILL ROAD STE B 36606
License Type	011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE)
Post Date	02.24.2023
Agenda Meeting Date	03.14.2023

POA

(Signature of Applicant or POA)

R SHAWN SKINNER

T3C
A
C
B

CITY OF MOBILE, ALABAMA BUSINESS APPLICATION

COMPLETE AND MAIL OR TAX TO:

CITY OF MOBILE
REVENUE DEPARTMENT
PO BOX 3065
MOBILE, AL 36652-3065

(251) 208-7462 FAX (251) 208-7954

FORM OF OWNERSHIP (CHECK ONE)

☐ SOLE PROP ☐ PARTNERSHIP
☐ CORPORATION ☐ PROFESSIONAL
☒ LLC ☐ OTHER_____

*SEE REVERSE SIDE FOR INSTRUCTIONS AND FURTHER INFORMATION

PLEASE PRINT OR TYPE:

APPLICATION TYPE: ☒ NEW ☐ OWNER CHANGE ☐ NAME CHANGE ☐ LOCATION CHANGE

FEIN: 88-1406888 ST OF AL TAX # Pending

LEGAL BUSINESS NAME: V. King ~~Corner~~ Convenience Store

TRADE NAME (IF DIFFERENT FROM ABOVE: Vilay Liquor Store

BUSINESS ACTIVITIES: (Description of business activity – i.e. Contractor, equipment rental, consulting, retail clothing sales, etc...)
Convenience Store

PHYSICAL ADDRESS:
2531 Halls Mill Rd, Mobile, AL 36606
(STREET) (CITY) (STATE) (ZIP)

MAILING ADDRESS:
Same
(STREET) (CITY) (STATE) (ZIP)

TELEPHONE: 251 455-9897 251-650-
(BUSINESS) (FAX) (HOME PHONE)

NAME FOR CONTACT PERSON: Sharon Tagnan PHONE # 251-508-8518

CONTACT PERSON EMAIL ADDRESS (*REQUIRED*) accounting@hhbusinessservices.net

LIST NAMES OF OWNER(S), PARTNERS, OR OFFICERS (ATTACH SEPARATE SHEET IF NECESSARY)

NAME	RESIDENCE ADDRESS	SSN	TITLE
Kim H. Kar			

October 1, 2022

DATE BUSINESS ACTIVITY INITIATED OR PROPOSED IN MOBILE: ~~June 1, 2022~~

NUMBER OF EMPLOYEES IN MOBILE_____

This application has been examined by me and is, to the best of my knowledge, a true and complete representation of the above named entity, and person(s) listed.

Date: 3/24/2022 Signature _____ Title Owner

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	4/20/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/20/2023 - 10:41 AM

R E S O L U T I O N

Sponsored by: C. J. Small

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

Type of application:	Retail Beer/Table Wine (Off Premises Only) License
Submitted by:	Viking Convenience Store, LLC
Location:	Viking Convenience Store 2551 Halls Mill Road, Ste. B Mobile, AL 36606

Adopted:

_____

City Clerk

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

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5564

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 04.12.2023

Note: **If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board**

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

050 - RETAIL BEER (OFF PREMISES ONLY)
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

(Type of License)

TO: *VIKING CONVENIENCE STORE LLC*

Trade Name: VIKING CONVENIENCE STORE

Location: 2551 HALLS MILL ROAD STE A MOBILE AL 36606

This business is located within the City's corporate limits.

Comments:
NEW APPLICAITON
AGENDA 04.25.2023

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

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

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

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Alabama Alcoholic Beverage Control Board
P.O. Box 1151
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The City Council of the City of Mobile does hereby consent to the issuance of:

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070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

(Type of License)

TO: *VIKING CONVENIENCE STORE LLC*

Trade Name: VIKING CONVENIENCE STORE

Location: 2551 HALLS MILL ROAD STE A MOBILE AL 36606

This business is located within the City's corporate limits.

Comments:
NEW APPLICAITON
AGENDA 04.25.2023

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **April 13, 2023**

Re: **Application # 5564 / 2551 Halls Mill Rd Ste A**

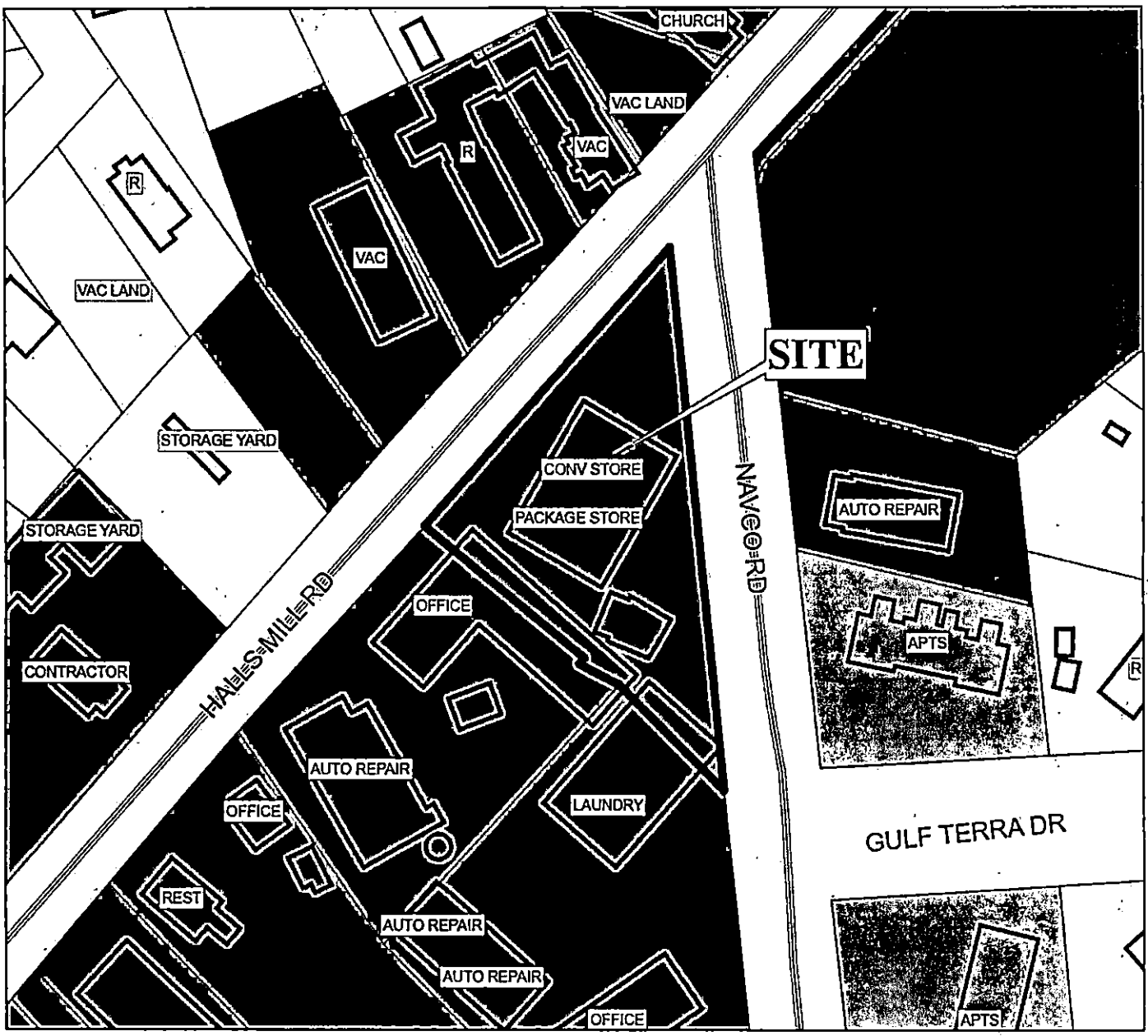
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a convenience store with retail beer and wine sales is a permitted use in this zoning district.

Based on documentation on file, the site has a nonconforming status with regard to parking.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District 3, C.J. Small (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5564 DATE APRIL 25, 2023

APPLICANT VIKING CONVENIENCE STORE LLC

LOCATION 2551 HALLS MILL RD STE A

REQUEST ALCOHOLIC BEVERAGE LICENSE

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
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LANDUSE SURVEY CONDUCTED 2010

AGENDA DATE 04.25.2023

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5564

☑ **NEW APPLICATION**	☐ **TRANSFER-OWNERSHIP**	☐ **TRANSFER-LOCATION**

VIKING CONVENIENCE STORE LLC has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **050 - RETAIL BEER (OFF PREMISES ONLY)**
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *VIKING CONVENIENCE STORE LLC*

TRADE NAME: VIKING CONVENIENCE STORE

LOCATED AT: 2551 HALLS MILL ROAD STE A MOBILE AL 36606

☐ YES	☐ NO	☑	N/A - Has property owner list been supplied?
☐ YES	☐ NO	☑	N/A - Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑	N/A - Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKINNER
(Revenue Department Representative)

CONTACT: SHARON INGRAM **PHONE#:** 251.508.8518

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 02.24.2023
Application No: 5564

Type License: ***050 - RETAIL BEER (Off Premises Only)***

Type License: ***070 - RETAIL TABLE WINE (Off Premises Only)***

Name of Applicant(s) ***VIKING CONVENIENCE STORE LLC***

Ownership: ***LLC***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
KANG. KIM HEANG	MEMBER	09.17.1965 CAMBODIA	[redacted]

Corporate information: 001-010-742 (Enter book & page or document info) Date: 03.24.2022 (Incorporation or Authority) County: MOBILE

Trade Name ***VIKING CONVENIENCE STORE***

Location 2551 HALLS MILL ROAD STE A MOBILE AL 36606

Mailing Address 2551 HALLS MILL ROAD STE A MOBILE AL 36606
(Include Street or Post Office Box Address City State, and Zip Code)

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? CONVENIENCE STORE

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)_____

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)_____

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

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

N O

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? ***NO***

(If YES, explain in Law violation Section) **Signature of applicant** Sharon Ingram POA

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED** Sharon Ingram POA

COUNTY OF **MOBILE** **TITLE** POA **DATE** 02.24.2023

The undersigned VIKING CONVENIENCE STORE LLC -- SHARON INGRAM (POA)

(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

Sharon Ingram POA

Signature of Affiant

Sworn to and subscribed before, me this 24th day of FEBRUARY Year 2023

R Shawn Skinner

SIGNATURE OF NOTARY

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

MY COMMISSION EXPIRES

GENERAL APPLICATION INFORMATION

Contact Person SHARON INGRAM E-mail: ACCOUNTING@HHBUSINESSSERVICES.NET

Phone Number: Home: 251.508.8518 Cell: 251.508.8518 Bus: 251.508.8518

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

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *NO*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *NO*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 0 License premises includes patio area *NO*

Square Footage 7100

License covers: *OTHER*

License Structure: *SHOPPING CENTER*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a convinction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE) .

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
KANG, KIM HEANG AL ID 10088786 SSN 896-95-5734	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant: Sharon Ingram POA

Lease /Property Ownership

Name of Property Owner/Lessor: JINGLY KANGMAN

Address of Property Owner/Lessor: 101 CLARIDGE ROAD EAST MOBILE AL 36608

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) SI

CITY OF MOBILE

REVENUE DEPARTMENT

February 24, 2023

VIKING CONVENIENCE STORE

2551 HALLS MILL ROAD STE A

MOBILE, AL 36606 USA

ACCOUNT NUMBER: 124772 TERRITORY 3

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT	PAID AMT	INTEREST	PENALTY
1497726	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.00	$0.00	$0.00

TOTAL DUE: **$50.00***

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

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

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

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

032406-0002 SHAWN S. 02/24/2023 09:04AM

BUSINESS LICENSE

VIKING CONVENIENCE STORE LLC	
124772	
2023 Item: 1497726	
ALCOHOL APPLICATION FEE	50.00
VIKING LIQUOR STORE LLC	
124773	
2023 Item: 1497728	
ALCOHOL APPLICATION FEE	50.00
	100.00
Subtotal	**100.00**
Total	**100.00**
CASH	100.00
Change due	0.00

Paid by: VIKING CONVENIENCE STORE LLC



Thank you for your payment

CUSTOMER COPY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230405154126554

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) **State:** $150.00 **County:** $75.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) **State:** $150.00 **County:** $75.00

Trade Name: VIKING CONVENIENCE STORE **Filing Fee:** $100.00

Applicant: VIKING CONVENIENCE STORE LLC **Transfer Fee:**

Location Address: 2551 HALLS MILL RD STE A MOBILE, AL 36606

Mailing Address: 2551 HALLS MILL RD STE A MOBILE, AL 36606

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 03 **Type Ownership:** LLC

Book, Page, or Document info: 001-010-743

Do you sell Draft Beer?:

Date Incorporated: 03/24/2022 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 03/24/2022

Federal Tax ID: 88-1406888 **Alabama State Sales Tax ID:** R011555421

Name:	Title:	Date and Place of Birth:	Residence Address:
KIM HEANG KANG	MEMBER	09/17/1965 CAMBODIA	

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

Contact Person: SHARON INGRAM
Business Phone: 251-508-8518
Fax:

Home Phone: 251-508-8518
Cell Phone: 251-508-8518
E-mail: ACCOUNTING@HHBUSINESSSERVICES.NET

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230405154126554

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: JINGLY KANGMAN 251-660-1216
What is lessors primary business? LANDLORD
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

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

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 1875 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SHOPPING CENTER License covers: OTHER
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230405154126554

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

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

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

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

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

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

Other Explanations
License Covers: SUITE A

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230405154126554

Initial each — **Signature page**

ICK — In reference to law violations, I attest to the truthfulness of the responses given within the application.

ICK — In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

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

XXX — In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

XXX — In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

XXX — In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

ICK — In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

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

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

KK — I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Kim H. Kang

Signature of Applicant: Kim

Notary Name (print): Sandy Durham

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

Application Taken: 4/5/23 **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

INFORMATION SHEET

Contact Person: Kim Kang **Phone #:** 251-607-8889

Business Name: Viking Convenience Store

Corporation Name: Viking Convenience Store LLC

Business Address: 2551 Halls Mills, Rd Mobile 36606

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. 001-010-143 **County** Mobile;
(Enter book and page or document info)

Date 3/24/2022
(Incorporation or Authority)

Is business equipped with table & chairs? NO **Building seating capacity;**_____

Does the premises have a fully equipped and operational kitchen? NO

Is the place of business habitually used to serve food to the public? NO

If not kitchen equipped, is any type of food served? _____ **If yes explain:**

_____

Square Feet of building 2000

_____

For a SPECIAL EVENT, list dates: from_____ **to** _____.
Type of Event_____.

IF OPERATING AS A PRIVATE CLUB:

- ⇒ **Does club charge & collect dues from elected members?** _____
- ⇒ **How many paid-up members are there in the Club?** _____
- ⇒ **Are regular meetings held?** _____ **If so, when?** _____
- ⇒ **Is business conducted through officers regularly elected?** _____
- ⇒ **Are members admitted by written application, investigation & ballot?** _____
- ⇒ **For what purpose is the Club organized & operated. Social____; Patriotic____; Political____; Athletic____.**
- ⇒ **Does the property used, as well as the advantages, belong to all the members?** _____
- ⇒ **Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served?** ____
- ⇒ **Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership?** _____.

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): V King Convenience Store LLC
Note: Your corporation or LLC's name will be the Applicant

(Check One) ( ) *Sole Proprietorship* ( ) *Corporation* ( ) *Partnership* (X) *LLC*

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (*First, Middle, Last*) Kim H Lang

Social Security # Race: Asian Sex: (X)M ( )F

Driver License# State AL

Title (*i.e. Owner, President, Member*) Member

Date of Birth 9 / 17 / 1965

Place of Birth Cambodia
County *State* *Nation*

Present Address
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 7yrs Home# 251 607-8889 Cell#

****

Full Name (*First, Middle, Last*)

Social Security # Race: Sex: ( )M ( )F

Driver License# State

Title (*i.e. Owner, President, Member*)

Date of Birth / /

Place of Birth
County *State* *Nation*

Present Address:
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: Home# Cell#

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state "NONE" beside each person's name)

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
Kim Heang Kang	9/26/2022	LARC-Top 4th		

I certify that the above information is correct and true.

Signature & Title

Date: 4-5-2023

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: Jing Kang Mao
(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: 101 Claridge Rd.
Mobile, AL. 36608

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

FORM A

Name: Kim Heung Kang Account #_____

Business Name: Viking Convenience Store

Business Location and Tax ID No.: 3551 Halls Mill Rd Mobile, 36606

For Official Use Only — FORM A

Citizenship status confirmed by _____ Date _____

Proof of Citizenship Demonstration and Declaration

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

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

Please check which of the listed items has been provided.

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

CITIZENSHIP DECLARATION

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

Date 3/24/2022

Declarant's Signature

SPECIAL POWER OF ATTORNEY

I Kim H. Kang hereby appoint Shoron Ingram as my attorney in fact to act in my capacity to do the following: Viking Convience Viking Liquor

To sign and execute forms/documents relating to The City Of Mobile and the local governing body concerning All Business Matters

The rights, powers and authority of my attorney in fact to execute any and all of the rights and powers, herein granted shall commence and be in full force and effect on 3-25-2022.

and shall remain in full force and effect until Revoked or unless

specifically extended or rescinded earlier by either party.

March 25, 2022

Date

Signature

STATE OF ALABAMA

COUNTY OF MOBILE

WITNESS my hand and official seal the date aforesaid.

Notary Public NOTARY PUBLIC

My Commission Expires 10-02-22

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

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

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

   Viking Convenience Store LLC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. The name of the registered agent (only one agent): Jing I Kang

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

   06

   *COUNTY of above address: MOBILE

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

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

(For SOS Office Use Only)

Alabama
Sec. Of State

001-010-743 DLL

Date	03/24/2022
Time	17:22:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

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

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

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

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

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 3 / 24 / 2022 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 5 : 22 ○ AM or ◉ PM. (cannot be noon or midnight – 12:00)

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

3 / 24 / 2022
Date (MM/DD/YYYY)

Kim Heang Kang
Signature as required by 10A-5A-2.04

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

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

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:

Viking Convenience Store LLC

This name reservation is for the exclusive use of Kim Heang Kang, 2551 Halls Mill Road, Mobile, AL 36606 for a period of one year beginning March 24, 2022 and expiring March 24, 2023

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

March 24, 2022

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES012262

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

Date of this notice: 03-24-2022

Employer Identification Number:
88-1406888

Form: SS-4

Number of this notice: CP 575 G

VIKING CONVENIENCE STORE
VIKING LIQUOR STORE
% KIM H KANG SOLE MBR
2551 HALLS MILL RD
MOBILE, AL 36606

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-1406888. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

(IRS USE ONLY) 575G 03-24-2022 VIKI O 9999999999 SS-4

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is VIKI. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records. CP 575 G (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

9999999999

Your Telephone Number ( ) -

Best Time to Call

DATE OF THIS NOTICE: 03-24-2022
EMPLOYER IDENTIFICATION NUMBER: 88-1406888
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

VIKING CONVENIENCE STORE
VIKING LIQUOR STORE
% KIM H KANG SOLE MBR
2551 HALLS MILL RD
MOBILE, AL 36606

City of Mobile Alcoholic Beverage License Application
Alcohol License Application
URBAN DEVELOPMENT ZONING APPROVAL

All boxes REQUIRED .. MUST be answered

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

Business Type	License Type
Convenience Store	Business License

Legal Business Name	Trade Name (DBA)
Viking Convenience Store LLC	

Physical Address of Business (Street Name, Suite #)	Building Square Footage	Building Stand alone or attached
2351 Halls Mill Rd	2000	Stand Alone

City	State	Zip Code	Did you include the REQUIRED drawing with this sheet?
Mobile	AL	36606	Yes

Business Contact Person

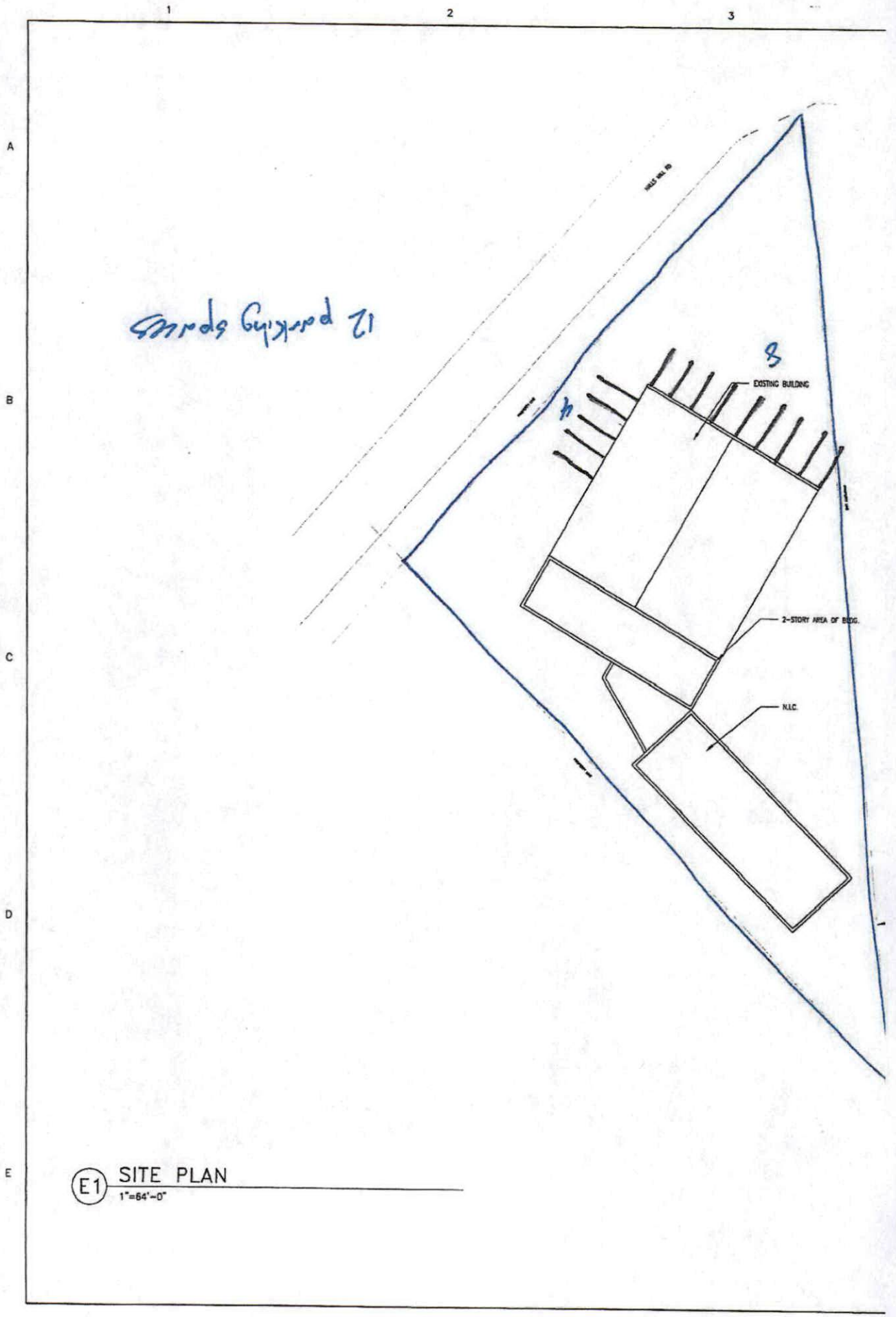
Name	Title	Phone	Email
Sharon Ingram	Account	251 508-8518	Accounting@hbusinessservices.net

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Parking Provided	Parking Required	Compliance	Zoning	Approved
12	6	yes	B-3	✓

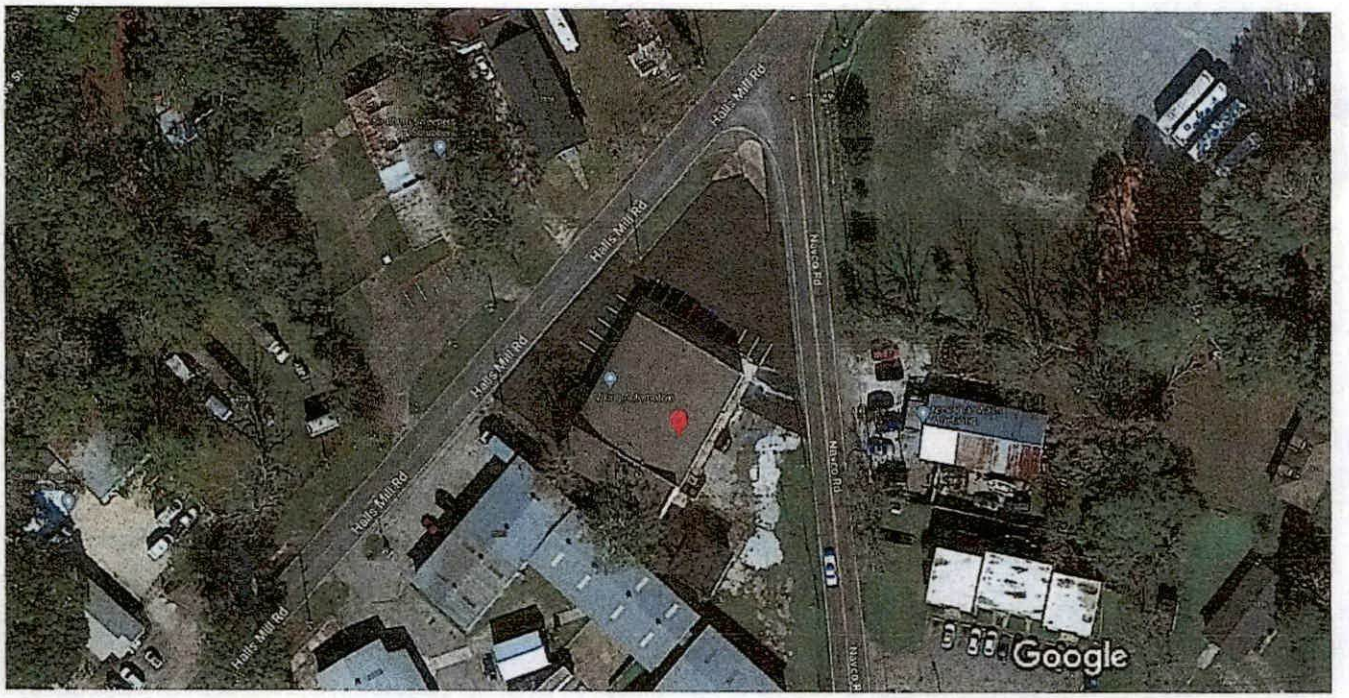
Comments

Print Name	Signature	Date
Payton Rogers		3/16/23



E1 SITE PLAN
1"=64'-0"

Google Maps 2551 Halls Mill Rd



Map data ©2023 , Map data ©2023 20 ft



2551 Halls Mill Rd

Building

Directions Save Nearby Send to phone Share

2551 Halls Mill Rd, Mobile, AL 36606

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of **MOBILE** and in the county of **MOBILE.** State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8535)

The above described property is ( ) owned, (✓) leased, ( ) sub-leased, or otherwise surrendered to Kim Heang Kang who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 13th day of February, 2023.

Notary Public

Jing Iy Kang 02-13-2023
Property Owner Date

07/06/2026
My Commission Expires

Kim Heang Kang 02.13.2023
Licensee Date

GHULAM RASOOL COM. EXP. NOTARY PUBLIC July 6, 2026 MOBILE COUNTY, ALABAMA

Property Details

Account	
Key Number:	895400
Legal Description:	BEG AT SW INT OF HALLS MILL & NAVCO RDS TH S 47 DEG 06 MIN 30 SEC W 232.3 FT ALG S RWL OF HALLS MILL RD TH S 42 DEG 18 MIN 30 SEC E 136 FT TH S 47 DEG 41 MIN 30 SEC W 4.0 TH S 40 DEG 09 MIN 42 SEC E 29.27 FT TH S 42 DEG 18 MIN 30 SEC E 87.84 FT TH N ALG W ROW OF NAVCO RD 345.09 FT TO POB OF PPTY HEREIN DESC #SEC 51 T4S R1W #MP29 09 51 0 007
Parcel Number:	2909510007258XXX
Type:	Real
Property Class:	2
Location	
Address:	2551 HALLS MILL RD MOBILE, AL 36606
Owner	
Name:	HOFFORT JEFFREY
Mailing Address:	101 CLARIDGE RD E MOBILE , AL 36608-1754
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	$138,600
Land Value:	$23,000
Appraised Value:	$161,600
Taxable Value:	$161,600
Assessed Value:	$32,320

VALUES DISPLAYED ARE 2022 CERTIFIED VALUES.

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

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective February 1, 2022 , by and between Jingly Kangman (Agent)("Landlord"") and Kim Heang Kang ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 2551 Halls Mills Rd., Mobile, AL 36608 and legally described as follows (the "Building"): [Legal Description of Building].

Landlord makes available for lease a portion of the Building designated as Suite A [Suite or Other Number of Lease Building] (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased fgemiges-tg Ignant, and Tenant herghy lgases the game from Landlord, for an "Initial Term" beginning February 1, 2022 (Start Date] and ending February 1, 2027 [End Date]. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant shall renew the Lease for one extended term of 5 years [Renewal Term]. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

C. Tenant shall renew the Lease for second extended term of 5 years [Renewal Term]. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. Rental.

Tenant shall pay Landlord during the Initial Term rental of $48,000.00 [Annual Rent] per year, payable in installments of $4,000.00 Monthly Rental Amount] per month. Each installment payable shall be due in advance on the first day of each calendar month during the lease term to Landlord at 5790 N. Riverchase Dr. Mobile, AL 36619 [Landlord's designated Payment Address] or at such other places designated by written

option and without affecting any other remedy hereunder, cure such default, and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lessor of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

28. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises including those laws described in Paragraph 3 of this Lease. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises. Tenant shall comply with all ADEM rules and regulations. Landlord shall comply with Tenant's direction to lead issue resolution with local, city, state, and/or federal on related issue(s) concerning Leasing Premises while under term. Otherwise, Tenant shall NOT be responsible for any fees and rental payment during this period.

29. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

30. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year above written.

01.25.22

[LandLord Signature]
Jingly Kangman [Landlord]

01.25.22

[Tenent Signature]
Kim Heang Kang [Tenant]

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said County in said State, do hereby certify that Kim Heang Kang, whose name is signed to the foregoing Commercial Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this 01/25/2022

Ghulam Rasool - Notary
State of Alabama at Large
The UPS Store - Mobile Co.
Commission Expires 04/26/2

NOTARY PUBLIC
My commission expires: 04-26-2022

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said County in said State, do hereby certify that Jingly Kang whose name is signed to the foregoing Commercial Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this 01/25/2022

NOTARY PUBLIC
My commission expires: 04-26-2022

Ghulam Rasool - Notary
State of Alabama at Large
The UPS Store - Mobile Co., AL
Commission Expires 04/26/2022

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGN ON PROPERTY

I hereby agree to allow the City of Mobile to post a sign on my property notifying the general public than an application for the sale of alcohol is being considered for this location. I understand that the City of Mobile will erect and maintain said sign and remove the sign after the application is considered by the City.

02.13.2023
Date

Jing Iy Kang
Owner of Property (Signature)

Jing Iy Kang
Print Name of Property Owner

[redacted]
Address

Mobile AL 36608
City State Zip

I agree that I will not remove or discard the City of Mobile's sign, and I will be responsible for reimbursing the City of Mobile for the cost of the sign if it is discarded.

02-13-2023
Date

Kim Heang Kang
Applicant's Signature

Kim Heang Kang
Print Name of Applicant

[redacted]
Address

Mobile AL 36608
City State Zip

Public Hearing on Application for Alcohol Licenses

A. Applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by governing body, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the revenue officer when application is first made to the license inspector for such license. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

THE UNDERSIGNED HAS MADE APPLICATION TO THE CITY COUNCIL OF MOBILE FOR AN ALCOHOL LICENSE FOR THE PREMISES.

A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF MOBILE LOCATED AT GOVERNMENT PLAZA (205 GOVERNMENT STREET). MEETING TIME WILL BE HELD AT 10:30 AM

App Control #	5564
Business Name	VIKING CONVENIENCE STORE LLC
Company DBA	VIKING CONVENIENCE STORE
Business Address	2551 HALLS MILL ROAD STE A 36606
License Type	050 - RETAIL BEER (OFF PREMISES ONLY) 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
Post Date	02.24.2023
Agenda Meeting Date	03.14.2023

POA

(Signature of Applicant or POA)

R SHAWN SKINNER

CITY OF MOBILE, ALABAMA BUSINESS APPLICATION

COMPLETE AND MAIL OR FAX TO:

CITY OF MOBILE
REVENUE DEPARTMENT
PO BOX 3065
MOBILE, AL 36652-3065

(251) 208-7462 FAX (251) 208-7954

FORM OF OWNERSHIP (CHECK ONE)

☐ SOLE PROP ☐ PARTNERSHIP
☐ CORPORATION ☐ PROFESSIONAL
☑ LLC ☐ OTHER _____

*SEE REVERSE SIDE FOR INSTRUCTIONS AND FURTHER INFORMATION

PLEASE PRINT OR TYPE:

APPLICATION TYPE: ☑ NEW ☐ OWNER CHANGE ☐ NAME CHANGE ☐ LOCATION CHANGE

FEIN: 881406888 ST OF AL TAX # pending

LEGAL BUSINESS NAME: Viking Convenience Store LLC

TRADE NAME (IF DIFFERENT FROM ABOVE): _____

BUSINESS ACTIVITIES: (Description of business activity – i.e. Contractor, equipment rental, consulting, retail clothing sales, etc...) For Residential Rentals completion of page 2 required
convenience store

PHYSICAL ADDRESS:
2551 Halls Mill Road | Mobile | Al. | 36606
(STREET) (CITY) (STATE) (ZIP)

MAILING ADDRESS:
same as above
(STREET) (CITY) (STATE) (ZIP)

TELEPHONE: 251-455-9897 (BUSINESS) 251-650-1224 (FAX) _____ (HOME PHONE)

NAME FOR CONTACT PERSON: Kim H Kang PHONE # 251-455-9897

58544

CONTACT PERSON EMAIL ADDRESS (*REQUIRED*) accounting@hhbusinessservices.net

LIST NAMES OF OWNER(S), PARTNERS, OR OFFICERS (ATTACH SEPARATE SHEET IF NECESSARY)

NAME	RESIDENCE ADDRESS	SSN	TITLE
Kim Heang Kang	[redacted]		Owner

DATE BUSINESS ACTIVITY INITIATED OR PROPOSED IN MOBILE: September 1st, 2022

NUMBER OF EMPLOYEES IN MOBILE _____

This application has been examined by me and is, to the best of my knowledge, a true and complete representation of the above named entity, and person(s) listed.

Date 03/24/2022 Signature _____ Title Owner

T3C
A
C
B

CITY OF MOBILE, ALABAMA BUSINESS APPLICATION

COMPLETE AND MAIL OR TAX TO:

CITY OF MOBILE
REVENUE DEPARTMENT
PO BOX 3065
MOBILE, AL 36652-3065

(251) 208-7462 FAX (251) 208-7954

FORM OF OWNERSHIP (CHECK ONE)

☐ SOLE PROP ☐ PARTNERSHIP
☐ CORPORATION ☐ PROFESSIONAL
☒ LLC ☐ OTHER_____

*SEE REVERSE SIDE FOR INSTRUCTIONS AND FURTHER INFORMATION

PLEASE PRINT OR TYPE:

APPLICATION TYPE: ☒ NEW ☐ OWNER CHANGE ☐ NAME CHANGE ☐ LOCATION CHANGE

FEIN: 88-1406888 ST OF AL TAX # pending

LEGAL BUSINESS NAME: V. King ~~Corner~~ Convenience Store

TRADE NAME (IF DIFFERENT FROM ABOVE):

BUSINESS ACTIVITIES: (Description of business activity – i.e. Contractor, equipment rental, consulting, retail clothing sales, etc...)
Convenience Store

PHYSICAL ADDRESS:
2551 Halls Mill Rd, Mobile, AL 36606
(STREET) (CITY) (STATE) (ZIP)

MAILING ADDRESS:
Same
(STREET) (CITY) (STATE) (ZIP)

TELEPHONE: 251 455-9897 251-450
(BUSINESS) (FAX) (HOME PHONE)

NAME FOR CONTACT PERSON: Sharon Ingram PHONE # 251-508-8518

CONTACT PERSON EMAIL ADDRESS (*REQUIRED*) accounting@hhbusinessservices.net

LIST NAMES OF OWNER(S), PARTNERS, OR OFFICERS (ATTACH SEPARATE SHEET IF NECESSARY)

NAME	RESIDENCE ADDRESS	SSN	TITLE
Kim H. Kang			Member

DATE BUSINESS ACTIVITY INITIATED OR PROPOSED IN MOBILE: ~~June 1, 2022~~ October 1, 2022

NUMBER OF EMPLOYEES IN MOBILE_____

This application has been examined by me and is, to the best of my knowledge, a true and complete representation of the above named entity, and person(s) listed.

Date: 3/24/2022 Signature _____ Title OWNER

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmembers Carroll/Gregory/Reynolds and Mayor Stimpson

Purpose and Scope of Project:

To provide design and construction administration services for new pickleball courts at Crawford-Murphy, Hillsdale and Stotts Parks

Amount of Contract:

$168,750.00 combined total

Funding Source

Project # Crawford-Murphy, Hillsdale & Stotts Parks - New Pickleball Courts PR-035-23/PR-041-22/PR-047-23	**Discretionary Funds**
Project String C0706/$63,350.00 + C0671/$50,400.00 + C0152/$55,000.00 (20002000-42200)	**Contract Number:**C0706(4431); C0671(4432); C0152(4433)
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-035-23/PR-041-22/PR-047-23 Crawford-Murphy, Hillsdale & Stotts Parks - New Pickleball Courts	Cover Memo	4/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	4/27/2023 - 11:39 AM
Capital	Rhodes, Brenda	Approved	4/27/2023 -

			12:23 PM
Legal	Monteiro, Cherlina	Approved	4/27/2023 - 2:22 PM
Mayors Office	Montgomery, Brandi	Approved	4/27/2023 - 3:29 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmembers Carroll/Gregory/Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, 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:	WATKINS ACY STRUNK (WAS) DESIGN, INC.
Project Information:	PR-035-23 CRAWFORD-MURPHY PARK NEW PICKLEBALL AND TENNIS COURTS $63,350.00 (C0706 - 2023-P-003 D2) PR-041-22 HILLSDALE PARK NEW PICKLEBALL COURTS AND ASSOCIATED PARKING $50,400.00 (C0671 - 2022-P-013 D7) PR-047-23 STOTTS PARK NEW PICKLEBALL COURTS $55,000.00 (C0152 - 2023-P-010 D4)
Amount:	$168,750.00 COMBINED CONTRACT AMOUNT

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP-CRAWFORD PK PICKLEBALL/TENN CT

CAPITAL PROJECT #: C0706 CIP:2023-P-003 D2 (20002000-42200)

CONTRACT AMOUNT: $63,350.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-035-23

PROJECT DESCRIPTION: FOR THE DESIGN & OBSERVATION CONSTRUCTION OF NEW PICKLEBALL AND TENNIS COURTS AT CRAWFORD-MURPHY PARK (351 SOUTH ANN STREET).

VENDOR NAME: WATKINS ACY STRUNK (WAS) DESIGN, INC.

VENDOR NUMBER: 293962

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 ___ 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: Katie Cassil – Secretary III **Date:** 4/26/2023

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: HILLSDALE PARK OUTDOOR COURTS

CAPITAL PROJECT #: C0671 CIP:2022-P-013 D7 (20002000-42200)

CONTRACT AMOUNT: $50,400.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-041-22

PROJECT DESCRIPTION: FOR THE DESIGN & OBSERVATION CONSTRUCTION OF NEW PICKLEBALL COURTS AND ASSOCIATED PARKING AT HILLSDALE PARK (558 EAST FELHORN ROAD).

VENDOR NAME: WATKINS ACY STRUNK (WAS) DESIGN, INC.

VENDOR NUMBER: 293962

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 ___ 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: Katie Cassil – Secretary III **Date:** 4/26/2023

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP PARKS-STOTTS PICKLEBALL COURTS

CAPITAL PROJECT #: C0152 CIP:2023-P-010 D4 (20002000-42200)

CONTRACT AMOUNT: $55,000.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-047-23

PROJECT DESCRIPTION: FOR THE DESIGN & OBSERVATION CONSTRUCTION OF NEW PICKLEBALL COURTS AT STOTTS PARK (2150 DEMETROPOLIS ROAD).

VENDOR NAME: WATKINS ACY STRUNK (WAS) DESIGN, INC.

VENDOR NUMBER: 293962

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 ___ 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: Katie Cassil – Secretary III **Date:** 4/26/2023

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Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Architect:
(Name, legal status, address and other information)

Watkins Acy Strunk (WAS) Design, Inc.
218 North Alston Street
Foley, Alabama 36535

City of Mobile Business License No.: 103968
Secretary of State Registration No.: 000-243-428

for the following Project:
(Name, location and detailed description)

Crawford-Murphy Park – Pickleball Courts
351 South Ann Street
Mobile, Alabama 36604
PR-035-23
For the design and observation construction of a new pickleball and tennis courts

And

Hillsdale Park – Pickleball Courts
558 East Felhorn Road
Mobile, Alabama 36608
PR-041-22
For the design and observation construction of a new pickleball courts and associated parking

And

Stotts Park – Pickleball Courts
2150 Demetropolis Road
Mobile, Alabama 36693
PR-047-23
For the design and observation construction of a new pickleball courts

The Owner and Architect 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.

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User Notes:
(1868916591)

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for: Crawford-Murphy Park – Pickleball Courts, Hillsdale Park – Pickleball Courts, and Stotts Park – Pickleball Courts and in Exhibit 1, Insurance Requirements.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As provided in the consultant's fee proposal dated January 24, 2023 (Crawford-Murphy and Hillsdale) and February 17, 2023 (Stotts), respectively.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

For new construction and renovation designs to Crawford-Murphy Park, Hillsdale Park, and Stotts Park, as outlined in the Consultant's fee proposal.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The estimated cost of construction at Crawford-Murphy Park is Nine Hundred Eighteen Thousand Nine Hundred and 075/100 Dollars ($918,900.75), Hillsdale Park is Four Hundred Sixteen Thousand and 00/100 Dollars ($416,000.00), and Stotts park is Five-Hundred Thirty-Eight Thousand and 00/100 Dollars ($538,000.00).

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User Notes: (1868916591)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Thirty percent (30%), sixty percent (60%), and ninety percent (90%) completions.

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed

.3 Substantial Completion date or dates:

Within two hundred seventy (270) days from the Notice to Proceed.

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Director of Real Estate Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A:
(List name, legal status, address, and other contact information.)

.1 Surveyor:

N/A

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User Notes: (1868916591)

.2

(Paragraphs deleted)

Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

James E. Crowe, Principal Landscape Architect
Watkins Acy Strunk (WAS) Design, Inc.
218 North Alston Street
Foley, Alabama 36535
Email: jcrowe@was-design.com
(251) 344-4023

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Architect:

N/A

.2 Electrical Engineer:

N/A

.3 Surveyor and Civil:

Driven Engineering, Inc.
8005 Morris Hill Road
Semmes, Alabama 36575

.4 Mechanical:

N/A

(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

(Paragraph deleted)

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

.1 Workers' Compensation/Employer's Liability:

.1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.

.2 Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit
Bodily Injury by Disease $1,000,000 each employee

.3 Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

.2 Comprehensive General Liability Insurance:

.1 Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

.2 Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

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

3. Automobile Liability Insurance:

.1 Automobile Liability Insurance to cover any auto, including owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

.1 Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
.2 Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Professional Liability Insurance:

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.1 Projects $0-$1,000,000, $1,000,000 annual aggregate

6. Endorsements:
All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

.1 Additional Insured: All policies of insurance, except those referenced under paragraph A and E of the City of Mobile Insurance Requirements attached hereto, shall be endorsed to name City of Mobile as an Additional Insured.

.2 Waiver of Subrogation: All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

.3 Primary and Non-Contributing: All policies of insurance, except those referenced under paragraph A and E of the City of Mobile Insurance Requirements attached hereto, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

.4 Notice of Cancellation: Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

.5 Certificates of Insurance: - General: Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

Init. /

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to applicable, in Architect's determination, architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents

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shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department shall be made at no cost to Consultant. Corrections required due to Architect's negligence or other failure to meet its professional standard of care, if any, shall be made as part of Scope of Architect's Basis Services.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 procuring the reproduction of Bidding Documents.

.2 using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.

.3 organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;

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.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.5 participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The

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Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such

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requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to assess the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	N/A

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	N/A
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	WAS Design, Inc.
§ 4.1.1.9 Landscape design	WAS Design, Inc.
§ 4.1.1.10 Architectural interior design	N/A
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs deleted)

.5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 _____ (Bi-weekly) visits to the site by the Architect during construction, as required based on progress of the work

.3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspections for any portion of the Work to determine final completion.

.5 Conduct progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

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§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraph deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

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§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

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§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

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§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General
§ 8.1.1 N/A
§ 8.1.2 N/A
§ 8.1.3 N/A

(Paragraphs deleted)
§ 8.1.4 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

§ 8.1.5 Indemnification: The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT's negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents to the extent such defense is covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

§ 8.1.6 Standard of Performance:
CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

§ 8.1.7 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

For Crawford-Murphy Park:	
A. Basic Services Stipulated Sum:	$ 56,100.00
B. Permitting – Land Disturbance Reimbursable Expenses:	$ 5,000.00
C. Geotechnical Engineering Reimbursable Expenses:	**$ 2,250.00**
Total Amount: (not to exceed)	$ 63,350.00
For Hillsdale Park:	
A. Basic Services Stipulated Sum:	$ 35,700.00
B. Permitting – Land Disturbance Reimbursable Expenses:	$ 5,000.00
C. Geotechnical Engineering Reimbursable Expenses:	$ 3,200.00
D. Site Area Survey Reimbursable Expenses:	**$ 6,500.00**
Total Amount: (not to exceed)	$ 50,400.00
For Stotts Park:	
A. Basic Services Stipulated Sum:	$ 46,750.00
B. Permitting – Land Disturbance Reimbursable Expenses:	$ 5,000.00
C. Geotechnical Engineering Reimbursable Expenses:	**$ 3,250.00**
Total Amount: (not to exceed)	$ 55,000.00

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Total Contract Amount: (not to exceed) $ 168,750.00

.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (	15%)
Design Development Phase	twenty	percent (	20%)
Construction Documents Phase	forty-two	percent (	42%)
Procurement Phase and	three	percent (	3%)
Construction Phase	twenty	percent (	20%)
Total Basic Compensation	one hundred	percent (	100%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A

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(1868916591)

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs deleted)

.1 Printing, reproductions.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0%) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Construction Phase payments shall be monthly based upon percentage of completion.

(Insert rate of monthly or annual interest agreed upon.)

0%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCad Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.

.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

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.5 The City utilizes e-Builder as its project management system. e-Builder is a secure data collection site: https://www.e-builder.net. Firms and/or individuals, including subconsultants, shall use e-Builder as an essential component of project management with the City of Mobile. Membership fees to participate in City of Mobile projects within the eBuilder project management system are free to the City's consultants and contractors.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- a. Proposal for Architectural Services, Exhibit A
- b. Insurance Requirements, Exhibit 1
- c. Architect's E-Verify Documentation
- d. Architect's Subcontracting Plan for Disadvantaged Business Enterprises, Exhibits 3A, 3B, 3C, & 3D

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

ARTICLE 14 NON DISCRIMINATION

§ 14.1 Consultant shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 15 IMMIGRATION LAW

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

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ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAINGIN IN CERTAIN BOYCOTT ACTIVITIES

§ 16.1 By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

ARTICLE 18 For the purposes of articles 8.1.6, 8.1.5, 14 and 16 above, the term CONSULTANT shall refer to Architect.

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/

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(1868916591)

This Agreement entered into as of the day and year first written above.

City of Mobile

Legal Name of Party to Contract-Consultant
Watkins Acy Strunk (WAS) Design, Inc.

OWNER *(Signature)*

ARCHITECT *(Signature)*

William S. Stimpson, Mayor
(Printed name and title)

James E. Crowe, Principal Landscape Architect
(Printed name, title, and license number, if required)

ATTEST:

City Clerk

Contractor-Consultant:

STATE OF Alabama
COUNTY OF Mobile

Sworn to and subscribed for me this 11 day of April, 20 23.

NOTARY PUBLIC
My Commission Expires:

Notary Public
Alabama State At Large
My Commission Expires 10/26/26

CHERRELL ROSALES NOTARY PUBLIC ALABAMA STATE AT LARGE

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User Notes:
(1868916591)

1/24/2023

Shannon McIntyre
Capital Improvement Project Manager
City of Mobile
205 Government St.
Mobile, AL 36602

Re: Crawford-Murphy Park-Pickleball Courts
Mobile, AL

Dear Shannon:

WAS Design, Inc. is pleased to provide a proposal for landscape architectural services for the referenced project.

On the following pages you will find the proposed Scope of Services that WAS Design, Inc. intends to provide for your project. We appreciate the opportunity to submit this proposal to you and look forward to working with you on Crawford-Murphy Park. Once you have had a chance to review the proposal, please contact us with any questions you may have.

Sincerely,

James Crowe, PLA
Principal Landscape Architect
Jec

CC: Blake Smisson

© 2023 WAS Design, Inc.
218 North Alston Street, Foley, Alabama 36535 T. 251.948.7181
www.was-design.com

01/24/2023

Shannon McIntyre
Capital Improvement Project Manager
City of Mobile
205 Government St.
Mobile, AL 36602

Crawford-Murphy Park-Pickleball Courts

Mobile, Alabama
Landscape Architectural Services

I. ROLE AND RESPONSIBILITY

WAS Design's role on this project for the following scope of work is that of **prime consultant** leading the delivery of a design-bid-build civic space redevelopment project. WAS will hire subconsultants as needed to complete the required design and engineering. WAS will provide contract documents for entitlements, bid, and construction under a single prime contract. Within normal limitations to standard of practice by a landscape architect, our role during bid/negotiation and construction is as Owner-advisor, providing assistance to the Owner's project managers in their efforts to assure project quality.

II. SCOPE OF SERVICES



Figure 1: Project work area, Stotts Park, Mobile

A. Geotechnical Engineering Services

WAS Design will have soils exploration and geotechnical engineering services provided by Geotechnical Engineering-Testing, Inc. Services will include evaluations, analysis and recommendations for site preparation, construction of pickleball courts including laboratory testing and recommendations. THe following soils tests are included in this proposal:

1. Pickleball Location(1)

B. Land Disturbance Permit

We will prepare and submit the Land Disturbance Permit Application with drainage calculations and plans to the City of Mobile; application fees are to be waived. We will also provide project surveillance and closeout documents as required by the City of Mobile. We will make periodic site visits during site work and at completion and provide the required certification, documentation, and as built drawings to the City of Mobile.

C. Schematic Design

During this phase, WAS Design, Inc. will perform tasks that will include:

1. Preparation of digital **base plan** including all client-provided site plan data and the project area survey which is to be furnished to us by the City.
2. Preparation of a **concept plan** of the project area to be presented for review and comment. These drawings will consist of desired elements from the client wish list and other necessary provisions to facilitate the optimum design.
3. Attendance at **presentation meeting(s)** to present and discuss work process and product, and listen to client feedback.
4. Cost **opinion** based on Schematic Design drawings.

   We understand the Construction Budget for this project is $660,000.00

One design meeting at the Client's office or on-site are included in this phase of the work. Drawings will be approved by Client prior to proceeding with the next phase.

D. Design Development

Based on the previous phase's approved drawings, we will prepare deliverables for the significant project elements that include:

1. **Pickleball Courts Plan**
2. **Hardscape/Furnishing/Amenity Plan**
3. **Planting Plan**
4. **Conceptual Grading and Drainage Plan**
5. **Cost opinion** based on Design Development drawings.

One design meeting at the Client's office or on-site are included in this phase of the work. Drawings will be approved by Client prior to proceeding with the next phase.

E. Construction Documents

Construction Documents will be based upon the following project scenario: single project with a single phase of construction, one drawing set, design-bid-build project delivery. We will prepare the following deliverables based on the previous phase's approved drawings:

1. **Cover Sheet**
2. **Overall Site Plan**
3. **Demolition Plan**
4. **Hardscape Plan**
5. **Site Grading and Drainage Plan**
6. **Site Details**
7. **Construction Details**
8. **Electrical-Lighting Plans**
9. **Landscape Plan**
10. **Irrigation Plan**
11. **Project Manual**
    a. Bid/Procurement Specifications, Divisions 00, as applicable to scope
    b. General Requirements Specifications, Division 01, as applicable to scope
    c. Technical Specifications, Divisions 02-49, as applicable to scope
    d. To be provided in Masterformat 2012 format
12. **Opinion of Probable Budget** (OPB)

One Design review meeting is recommended at the 50% and 95% drawing completion stages. These reviews are considered to be handled via electronic review. Value engineering or changes made due to site plan modifications or after the 95% Construction Document submission will be billed to the Owner as additional services at hourly rates.

F. Bidding/Negotiation Assistance

During the bid process, WAS Design, Inc. will assist the Owner by offering the following services:

1. Assist owner in formulation of qualified bidders list.
2. Respond to contractor's requests for information and issuance of supplemental instructions or addenda as necessary.
3. Participation in one pre-bid conference at project site;
4. Assist owner in evaluation of bids or proposals (via e-mail).
5. Make recommendations on award of Contract(s).
6. Preparation of procurement/bid documents, including coordination, reproduction, and distribution of bidding documents to qualified bidders;
7. Assist in preparation/review of contracts.

G. Construction Observation

Our services during this phase of the Work could include:

1. **Submittal review** of shop drawings, product data and other items required by the Contract Documents. This is for the purpose of checking for conformance with information given and the design concept expressed. *(This task accounts for 20% of the scope effort.)*
2. **Periodic site visits and/or construction-related meetings** One (1) meeting per week maximum of twenty-seven (27) for the stipulated 180 calendar day work period, as construction progress warrants, to observe construction of scope elements. Recommended site visit assistance include but are not limited to:
    a. Pre-Construction Conference after award of bid (on-site) with General Contractor
    b. Pre-installation Conferences w/applicable trades/sub-contractors (on-site)
    c. Periodic progress reviews (on-site)
    d. Testing of systems (on-site)
    e. Substantial completion
    f. Final acceptance
    g. End of one-year warranty period
3. **Preparation** of **site visit reports** to keep the Owner informed of the progress of the Work;
4. Review and certification of Contractor's Applications for payment, if requested.

H. Additional Services

The following services are not included in this basic scope of service stated above but shall be provided by the landscape architect, if requested in writing by the City of Mobile, and shall be billed separately in accordance with the hourly rate schedule or negotiated fee.

1. Any extensive revisions or redesigns when revision requests are inconsistent with instructions previously given, concepts originally agreed upon, or additions to the scope of work.

2. Services to make measured drawings and investigate existing conditions and to verify accuracy of information furnished by the owner.
3. Soil testing including test borings, subsoil conditions, reports and recommendations other than specified in the scope of services.
4. Required Construction Observation at no fault of the Landscape Architect, beyond what is detailed in Section G.
5. Approved increase in scope and cost of project exceeding $660,000.00

III. AGREEMENT QUALIFICATIONS

A. Assumptions

The client or design team members shall provide to WAS Design the following information or services as required for performance of the work. WAS Design assumes no responsibility for the accuracy of such information or services, and shall not be liable for errors or omissions therein. Should WAS Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services. In order to begin work, we may require the following information:

1. Boundary & topographic survey w/as-built elements
2. Proposed design work from other disciplines

B. Exclusions

All specific deliverables for this project are identified within the Scope of Work portion of this agreement and are noted in bold letters. The following information is not a part of the agreement and would be proposed under a separate agreement if required. Should WAS Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services.

1. Building Architecture
2. Value Engineering
3. Geotechnical Engineering other than what is specified
4. Site Survey

C. Definitions/Abbreviations

The following definitions are provided to give clear understanding of terms that may be used to describe Scopes of Work within Tasks listed throughout this agreement.

Term	Definition
Attend	WAS Design will be present at meetings and hearings as described in the task item
Review	Analysis of documents necessary to understand the project, provide feedback to the Owner or consultant team and to understand the impacts of the consultant teams work on the services provided by WAS Design

Assist	Provide input and/or information to the Owner or consultant team to assist them with their work and products
Develop	Plans, documents, and products generated by WAS Design
Coordinate	Plans, documents, products, people, schedules and information gathered, organized and/or submitted by WAS Design
Provide	Plans, documents, and products made available by WAS Design
Minor Revisions	Revisions requiring less than 25% of the original time spent on a drawing, document, or total task item
AHJ	Authorities-having-jurisdiction
HNTE	Hourly rates, not to exceed

IV TERMS AND CONDITIONS

D. Standard Terms

1. WAS Design will invoice work on a monthly basis based on work completed.
2. Expenses, including but not limited to printing costs, mileage and other miscellaneous project costs will be billed at cost plus 10%. Mileage will be reimbursed at the Federal Government allowable rate on trips that result in a round trip of over 30 miles.
3. Client agrees to pay all invoiced fees and costs within 30 days of receipt of invoice.
4. Payment will not be subject to AHJ approval of the project and/or the cash flow status of the project.
5. This agreement is based on the understanding that the client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than one-hundred twenty (120) days from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.
6. Upon the parties signing/acceptance of this Agreement, WAS grants Client a nonexclusive license to use WAS' documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by WAS, including but not limited to, drawings and specifications, are the property of WAS. These documents shall not be reused on other projects without WAS' written permission. WAS retains all rights, including copyrights, in its documents. Client or others cannot use WAS' documents to complete this Project with others unless WAS is found to have materially breached this Agreement.

E. Specific Terms

1. Written or verbal request to perform tasks or written acceptance of documents constitutes acceptance to the Scope of Work, Fees Schedule, Agreement Qualifications, Terms and Conditions and Additional Services provisions as identified in this proposal.
2. Approval of Services/Changes to Approved Services -WAS shall proceed with a phase, part of phase, or design package of the Scope of Services only after receiving the Client's written or email approval of the Services and deliverables provided in the previous phase and written or

email authorization to proceed with the next phase. Revisions to drawings or other documents shall constitute Additional Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Program requirements.

3. Any revisions, additional meetings or public hearings not identified in this proposal will be considered additional services.
4. Either party may terminate this agreement upon 30 days written notice to the other. Upon termination WAS Design will provide the client all task items billed and paid for and client shall pay all fees and costs for tasks completed to time of termination.

V PRODUCTION AND FEES

F. Coordination and Staffing

WAS Design, Inc. will coordinate the work outlined in this proposal with that of other team consultants. WAS Design, Inc. will attend project meetings as needed, and prepare written comments and supplemental drawings as necessary.

James Crowe will be Principal-in-charge of the project, and Blake Smisson will serve as Project Manager, responsible for overall job production and the day-to-day scheduling of the Work. Additional professional, drafting and administrative personnel will be assigned to the project as needed.

A. Fee Schedule/Compensation

We propose to provide the services at the fees/rates described below:

Item	*Scope of service phase*	*Amount &*	*Fee type*
A	Geotechnical Engineering	$2,250.00	Reimbursable
B	Land Disturbance Permit	$5,000.00	Reimbursable
C	Schematic Design	$8,415.00	Fixed fee
D	Design Development	$11,220.00	Fixed fee
E	Construction Documents	$23,842.50	Fixed fee
F	Bid/Negotiation Assistance	$1,402.50	Fixed fee
G	Construction Observation	$11,220.00	Fixed fee
		$63,350.00	**Total**

Billings shall occur monthly based upon the percentage of completion of work for each phase.

Standard Hourly Rates

Principal	$150.00
Landscape Architect I	$120.00
Staff Designer	$105.00
Administrative Staff	$65.00

1/24/2023

Shannon McIntyre
Capital Improvement Project Manager
City of Mobile
205 Government St.
Mobile, AL 36602

Re: Hillsdale Park
Mobile, AL

Dear Shannon:

WAS Design, Inc. is pleased to provide a proposal for landscape architectural services for the referenced project.

On the following pages you will find the proposed Scope of Services that WAS Design, Inc. intends to provide for your project. We appreciate the opportunity to submit this proposal to you and look forward to working with you on Hillsdale Park. Once you have had a chance to review the proposal, please contact us with any questions you may have.

Sincerely,

James Crowe, PLA
Principal Landscape Architect
Jec

CC Blake Smisson

© 2023 WAS Design, Inc.
218 North Alston Street, Foley, Alabama 36535 T. 251.948.7181
www.was-design.com

01/24/2023

Shannon McIntyre
Capital Improvement Project Manager
City of Mobile
205 Government St.
Mobile, AL 36602

Hillsdale Park

Mobile, Alabama
Landscape Architectural Services

I. ROLE AND RESPONSIBILITY

WAS Design's role on this project for the following scope of work is that of **prime consultant** leading the delivery of a design-bid-build civic space redevelopment project. WAS will hire subconsultants as needed to complete the required design and engineering. WAS will provide contract documents for entitlements, bid, and construction under a single prime contract. Within normal limitations to standard of practice by a landscape architect, our role during bid/negotiation and construction is as Owner-advisor, providing assistance to the Owner's project managers in their efforts to assure project quality.

II. SCOPE OF SERVICES



Figure 1: Project work area, Hillsdale Park, Mobile

A. Site Area Survey

We will have prepared a Site Survey and 2 feet interval topographic map of the project area. This survey will locate all easements, utilities, rights-of-way, walkways, buildings/structures, basketball court, parking and known site utilities.

B.. Geotechnical Engineering Services

WAS Design will have soils exploration and geotechnical engineering services provided by Geotechnical Engineering-Testing, Inc. Services will include evaluations, analysis and recommendations for site preparation, construction of pickleball courts including laboratory testing and recommendations. THe following soils tests are included in this proposal:

1. Pickleball Location(1)
2. Parking Location (1)

C. Land Disturbance Permit

We will prepare and submit the Land Disturbance Permit Application with drainage calculations and plans to the City of Mobile; application fees are to be waived. We will also provide project surveillance and closeout documents as required by the City of Mobile. We will make periodic site visits during site work and at completion and provide the required certification, documentation, and as built drawings to the City of Mobile.

D. Schematic Design

During this phase, WAS Design, Inc. will perform tasks that will include:

1. Preparation of digital **base plan** based upon site survey plan of the project area.
2. Preparation of a **concept plan** of the project area to be presented for review and comment. These drawings will consist of desired elements from the client wish list and other necessary provisions to facilitate the optimum design.
3. Attendance at **presentation meeting(s)** to present and discuss work process and product, and listen to client feedback.
4. Cost **opinion** based on Schematic Design drawings.

   We understand the Construction Budget for this project is *$420,000.00*

One design meeting at the Client's office or on-site are included in this phase of the work. Drawings will be approved by Client prior to proceeding with the next phase.

E. Design Development

Based on the previous phase's approved drawings, we will prepare deliverables for the significant project elements that include:

1. **Pickleball Courts Plan**
2. **Parking Plan**
3. **Hardscape/Furnishing/Amenity Plan**
4. **Planting Plan**
5. **Conceptual Grading and Drainage Plan**
6. **Cost opinion** based on Design Development drawings.

One design meeting at the Client's office or on-site are included in this phase of the work. Drawings will be approved by Client prior to proceeding with the next phase.

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7. **Construction Details**
8. **Electrical-Lighting Plans**
9. **Landscape Plan**
10. **Irrigation Plan**
11. **Project Manual**
    a. Bid/Procurement Specifications, Divisions 00, as applicable to scope
    b. General Requirements Specifications, Division 01, as applicable to scope
    c. Technical Specifications, Divisions 02-49, as applicable to scope
    d. To be provided in Masterformat 2012 format
12. **Opinion of Probable Budget** (OPB)

One Design review meeting is recommended at the 50% and 95% drawing completion stages. These reviews are considered to be

handled via electronic review. Value engineering or changes made due to site plan modifications or after the 95% Construction Document submission will be billed to the Owner as additional services at hourly rates.

G. Bidding/Negotiation Assistance

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1. Assist owner in formulation of qualified bidders list.
2. Respond to contractor's requests for information and issuance of supplemental instructions or addenda as necessary.
3. Participation in one pre-bid conference at project site;
4. Assist owner in evaluation of bids or proposals (via e-mail).
5. Make recommendations on award of Contract(s).
6. Preparation of procurement/bid documents, including coordination, reproduction, and distribution of bidding documents to qualified bidders;
7. Assist in preparation/review of contracts.

H. Construction Observation

Our services during this phase of the Work could include:

1. **Submittal review** of shop drawings, product data and other items required by the Contract Documents. This is for the purpose of checking for conformance with information given and the design concept expressed. *(This task accounts for 20% of the scope effort.)*
2. **Periodic site visits and/or construction-related meetings** One (1) meeting per week maximum of twenty-seven (27) for the stipulated 180 calendar day work period, as construction progress warrants, to observe construction of scope elements. Recommended site visit assistance include but are not limited to:
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    b. Pre-installation Conferences w/applicable trades/sub-contractors (on-site)
    c. Periodic progress reviews (on-site)
    d. Testing of systems (on-site)
    e. Substantial completion
    f. Final acceptance
    g. End of one-year warranty period
3. **Preparation** of **site visit reports** to keep the Owner informed of the progress of the Work;
4. Review and certification of Contractor's Applications for payment, if requested.

I. Additional Services

The following services are not included in this basic scope of service stated above but shall be provided by the landscape architect, if requested in writing by the City of Mobile, and shall be billed separately in accordance with the hourly rate schedule or negotiated fee.

1. Any extensive revisions or redesigns when revision requests are inconsistent with instructions previously given, concepts originally agreed upon, or additions to the scope of work.
2. Services to make measured drawings and investigate existing conditions and to verify accuracy of information furnished by the owner.
3. Soil testing including test borings, subsoil conditions, reports and recommendations other than specified in the scope of services.
4. Required Construction Observation at no fault of the Landscape Architect, beyond what is detailed in Section H.
5. Approved increase in scope and cost of project exceeding $420,000.00

III. AGREEMENT QUALIFICATIONS

A. Assumptions

The client or design team members shall provide to WAS Design the following information or services as required for performance of the work. WAS Design assumes no responsibility for the accuracy of such information or services, and shall not be liable for errors or omissions therein. Should WAS Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services. In order to begin work, we may require the following information:

1. Boundary & topographic survey w/as-built elements
2. Proposed design work from other disciplines

B. Exclusions

All specific deliverables for this project are identified within the Scope of Work portion of this agreement and are noted in bold letters. The following information is not a part of the agreement and would be proposed under a separate agreement if required. Should WAS Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services.

1. Building Architecture
2. Value Engineering
3. Geotechnical Engineering other than what is specified
4. Site Survey

C. Definitions/Abbreviations

The following definitions are provided to give clear understanding of terms that may be used to describe Scopes of Work within Tasks listed throughout this agreement.

Term	Definition
Attend	WAS Design will be present at meetings and hearings as described in the task item
Review	Analysis of documents necessary to understand the project, provide feedback to the Owner or consultant team and to understand the impacts of the consultant teams work on the services provided by WAS Design
Assist	Provide input and/or information to the Owner or consultant team to assist them with their work and products
Develop	Plans, documents, and products generated by WAS Design
Coordinate	Plans, documents, products, people, schedules and information gathered, organized and/or submitted by WAS Design
Provide	Plans, documents, and products made available by WAS Design
Minor Revisions	Revisions requiring less than 25% of the original time spent on a drawing, document, or total task item
AHJ	Authorities-having-jurisdiction
HNTE	Hourly rates, not to exceed

IV TERMS AND CONDITIONS

D. Standard Terms

1. WAS Design will invoice work on a monthly basis based on work completed.
2. Expenses, including but not limited to printing costs, mileage and other miscellaneous project costs will be billed at cost plus 10%. Mileage will be reimbursed at the Federal Government allowable rate on trips that result in a round trip of over 30 miles.
3. Client agrees to pay all invoiced fees and costs within 30 days of receipt of invoice.
4. Payment will not be subject to AHJ approval of the project and/or the cash flow status of the project.
5. This agreement is based on the understanding that the client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than one-hundred twenty (120) days from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.
6. Upon the parties signing/acceptance of this Agreement, WAS grants Client a nonexclusive license to use WAS' documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by WAS, including but not limited to, drawings and specifications, are the property of WAS. These documents shall not be reused on other projects without WAS' written permission. WAS retains all rights, including copyrights, in its documents. Client or others cannot use WAS'

documents to complete this Project with others unless WAS is found to have materially breached this Agreement.

E. Specific Terms

1. Written or verbal request to perform tasks or written acceptance of documents constitutes acceptance to the Scope of Work, Fees Schedule, Agreement Qualifications, Terms and Conditions and Additional Services provisions as identified in this proposal.
2. Approval of Services/Changes to Approved Services -WAS shall proceed with a phase, part of phase, or design package of the Scope of Services only after receiving the Client's written or email approval of the Services and deliverables provided in the previous phase and written or email authorization to proceed with the next phase. Revisions to drawings or other documents shall constitute Additional Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Program requirements.
3. Any revisions, additional meetings or public hearings not identified in this proposal will be considered additional services.
4. Either party may terminate this agreement upon 30 days written notice to the other. Upon termination WAS Design will provide the client all task items billed and paid for and client shall pay all fees and costs for tasks completed to time of termination.

V PRODUCTION AND FEES

F. Coordination and Staffing

WAS Design, Inc. will coordinate the work outlined in this proposal with that of other team consultants. WAS Design, Inc. will attend project meetings as needed, and prepare written comments and supplemental drawings as necessary.

James Crowe will be Principal-in-charge of the project, and Blake Smisson will serve as Project Manager, responsible for overall job production and the day-to-day scheduling of the Work. Additional professional, drafting and administrative personnel will be assigned to the project as needed.

A. Fee Schedule/Compensation

We propose to provide the services at the fees/rates described below:

Item	*Scope of service phase*	*Amount &*	*Fee type*
A	Site Area Survey	$6,500.00	Reimbursable
B	Geotechnical Engineering	$3,200.00	Reimbursable
C	Land Disturbance Permit	$5,000.00	Reimbursable
D	Schematic Design	$5,355.00	Fixed fee
E	Design Development	$7,140.00	Fixed fee
F	Construction Documents	$15,172.50	Fixed fee
G	Bid/Negotiation Assistance	$892.50	Fixed fee
H	Construction Observation	$7,140.00	Fixed fee
		$50,400.00	**Total**

Billings shall occur monthly based upon the percentage of completion of work for each phase.

Standard Hourly Rates

Principal	$150.00
Landscape Architect I	$120.00
Staff Designer	$105.00
Administrative Staff	$65.00

2/17/2023

Shannon McIntyre
Capital Improvement Project Manager
City of Mobile
205 Government St.
Mobile, AL 36602

Re: Stotts Park
Mobile, AL

Dear Shannon:

WAS Design, Inc. is pleased to provide a proposal for landscape architectural services for the referenced project.

On the following pages you will find the proposed Scope of Services that WAS Design, Inc. intends to provide for your project. We appreciate the opportunity to submit this proposal to you and look forward to working with you on Stotts Park. Once you have had a chance to review the proposal, please contact us with any questions you may have.

Sincerely,

James Crowe, PLA
Principal Landscape Architect
Jec

© 2023 WAS Design, Inc.
218 North Alston Street, Foley, Alabama 36535 T. 251.948.7181
www.was-design.com

2/17/2023

Shannon McIntyre
Capital Improvement Project Manager
City of Mobile
205 Government St.
Mobile, AL 36602

Stotts Park

Mobile, Alabama
Landscape Architectural Services

I. ROLE AND RESPONSIBILITY

WAS Design's role on this project for the following scope of work is that of **prime consultant** leading the delivery of a design-bid-build civic space redevelopment project. WAS will hire subconsultants as needed to complete the required design and engineering. WAS will provide contract documents for entitlements, bid, and construction under a single prime contract. Within normal limitations to standard of practice by a landscape architect, our role during bid/negotiation and construction is as Owner-advisor, providing assistance to the Owner's project managers in their efforts to assure project quality.

II. SCOPE OF SERVICES



Figure 1: Project work area, Stotts Park, Mobile

A. Geotechnical Engineering Services

WAS Design will have soils exploration and geotechnical engineering services provided by Geotechnical Engineering-Testing, Inc. Services will include evaluations, analysis and recommendations for site preparation, construction of pickleball courts including laboratory testing and recommendations. THe following soils tests are included in this proposal:

1. Pickleball Location(1)

B. Land Disturbance Permit

We will prepare and submit the Land Disturbance Permit Application with drainage calculations and plans to the City of Mobile; application fees are to be waived. We will also provide project surveillance and closeout documents as required by the City of Mobile. We will make periodic site visits during site work and at completion and provide the required certification, documentation, and as built drawings to the City of Mobile.

C. Schematic Design

During this phase, WAS Design, Inc. will perform tasks that will include:

1. Preparation of digital **base plan** including all client-provided site plan data and the project area survey which is to be furnished to us by the City.
2. Preparation of a **concept plan** of the project area to be presented for review and comment. These drawings will consist of desired elements from the client wish list and other necessary provisions to facilitate the optimum design.
3. Attendance at **presentation meeting(s)** to present and discuss work process and product, and listen to client feedback.
4. Cost **opinion** based on Schematic Design drawings.

   We understand the Construction Budget for this project is $550,000.

One design meeting at the Client's office or on-site are included in this phase of the work. Drawings will be approved by Client prior to proceeding with the next phase.

D. Design Development

Based on the previous phase's approved drawings, we will prepare deliverables for the significant project elements that include:

1. **Pickleball Courts Plan**
2. **Hardscape/Furnishing/Amenity Plan**

3. **Planting Plan**
4. **Conceptual Grading and Drainage Plan**
5. **Cost opinion** based on Design Development drawings.

One design meeting at the Client's office or on-site are included in this phase of the work. Drawings will be approved by Client prior to proceeding with the next phase.

E. Construction Documents

Construction Documents will be based upon the following project scenario: single project with a single phase of construction, one drawing set, design-bid-build project delivery. We will prepare the following deliverables based on the previous phase's approved drawings:

1. **Cover Sheet**
2. **Overall Site Plan**
3. **Demolition Plan**
4. **Hardscape Plan**
5. **Site Grading and Drainage Plan**
6. **Site Details**
7. **Construction Details**
8. **Landscape Plan**
9. **Irrigation Plan**
10. **Project Manual**
    a. Bid/Procurement Specifications, Divisions 00, as applicable to scope
    b. General Requirements Specifications, Division 01, as applicable to scope
    c. Technical Specifications, Divisions 02-49, as applicable to scope
    d. To be provided in Masterformat 2012 format
11. **Opinion of Probable Budget** (OPB)

One Design review meeting is recommended at the 50% and 95% drawing completion stages. These reviews are considered to be handled via electronic review. Value engineering or changes made due to site plan modifications or after the 95% Construction Document submission will be billed to the Owner as additional services at hourly rates.

F. Bidding/Negotiation Assistance

During the bid process, WAS Design, Inc. will assist the Owner by offering the following services:

1. Assist owner in formulation of qualified bidders list.
2. Respond to contractor's requests for information and issuance of supplemental instructions or addenda as necessary.

3. Participation in one pre-bid conference at project site;
4. Assist owner in evaluation of bids or proposals (via e-mail).
5. Make recommendations on award of Contract(s).
6. Preparation of procurement/bid documents, including coordination, reproduction, and distribution of bidding documents to qualified bidders;
7. Assist in preparation/review of contracts.

G. Construction Observation

Our services during this phase of the Work could include:

1. **Submittal review** of shop drawings, product data and other items required by the Contract Documents. This is for the purpose of checking for conformance with information given and the design concept expressed. *(This task accounts for 20% of the scope effort.)*
2. **Periodic site visits and/or construction-related meetings** One (1) meeting per week maximum of twenty-seven (27) for the stipulated 180 calendar day work period, as construction progress warrants, to observe construction of scope elements. Recommended site visit assistance include but are not limited to:
    a. Pre-Construction Conference after award of bid (on-site) with General Contractor
    b. Pre-installation Conferences w/applicable trades/sub-contractors (on-site)
    c. Periodic progress reviews (on-site)
    d. Testing of systems (on-site)
    e. Substantial completion
    f. Final acceptance
    g. End of one-year warranty period
3. **Preparation** of **site visit reports** to keep the Owner informed of the progress of the Work;
4. Review and certification of Contractor's Applications for payment, if requested.

H. Additional Services

The following services are not included in this basic scope of service stated above but shall be provided by the landscape architect, if requested in writing by the City of Mobile, and shall be billed separately in accordance with the hourly rate schedule or negotiated fee.

1. Any extensive revisions or redesigns when revision requests are inconsistent with instructions previously given, concepts originally agreed upon, or additions to the scope of work.
2. Services to make measured drawings and investigate existing conditions and to verify accuracy of information furnished by the owner.

3. Soil testing including test borings, subsoil conditions, reports and recommendations other than specified in the scope of services.
4. Required Construction Observation at no fault of the Architect, beyond what is detailed in Section G.
5. Approved increase in scope and cost of project exceeding $550,000.00

III. AGREEMENT QUALIFICATIONS

A. Assumptions

The client or design team members shall provide to WAS Design the following information or services as required for performance of the work. WAS Design assumes no responsibility for the accuracy of such information or services, and shall not be liable for errors or omissions therein. Should WAS Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services. In order to begin work, we may require the following information:

1. Boundary & topographic survey w/as-built elements
2. Proposed design work from other disciplines

B. Exclusions

All specific deliverables for this project are identified within the Scope of Work portion of this agreement and are noted in bold letters. The following information is not a part of the agreement and would be proposed under a separate agreement if required. Should WAS Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services.

1. Building Architecture
2. Value Engineering
3. Geotechnical Engineering other than what is specified
4. Site Survey

C. Definitions/Abbreviations

The following definitions are provided to give clear understanding of terms that may be used to describe Scopes of Work within Tasks listed throughout this agreement.

Term	Definition
Attend	WAS Design will be present at meetings and hearings as described in the task item
Review	Analysis of documents necessary to understand the project, provide feedback to the Owner or consultant team and to understand the impacts of the consultant teams work on the services provided by WAS Design
Assist	Provide input and/or information to the Owner or consultant team to assist them with their work and products
Develop	Plans, documents, and products generated by WAS Design
Coordinate	Plans, documents, products, people, schedules and information

	gathered, organized and/or submitted by WAS Design
Provide	Plans, documents, and products made available by WAS Design
Minor Revisions	Revisions requiring less than 25% of the original time spent on a drawing, document, or total task item
AHJ	Authorities-having-jurisdiction
HNTE	Hourly rates, not to exceed

IV TERMS AND CONDITIONS

D. Standard Terms

1. WAS Design will invoice work on a monthly basis based on work completed.
2. Expenses, including but not limited to printing costs, mileage and other miscellaneous project costs will be billed at cost plus 10%. Mileage will be reimbursed at the Federal Government allowable rate on trips that result in a round trip of over 30 miles.
3. Client agrees to pay all invoiced fees and costs within 30 days of receipt of invoice.
4. Payment will not be subject to AHJ approval of the project and/or the cash flow status of the project.
5. This agreement is based on the understanding that the client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than one-hundred twenty (120) days from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.
6. Upon the parties signing/acceptance of this Agreement, WAS grants Client a nonexclusive license to use WAS' documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by WAS, including but not limited to, drawings and specifications, are the property of WAS. These documents shall not be reused on other projects without WAS' written permission. WAS retains all rights, including copyrights, in its documents. Client or others cannot use WAS' documents to complete this Project with others unless WAS is found to have materially breached this Agreement.

E. Specific Terms

1. Written or verbal request to perform tasks or written acceptance of documents constitutes acceptance to the Scope of Work, Fees Schedule, Agreement Qualifications, Terms and Conditions and Additional Services provisions as identified in this proposal.
2. Approval of Services/Changes to Approved Services -WAS shall proceed with a phase, part of phase, or design package of the Scope of Services only after receiving the Client's written or email approval of the Services and deliverables provided in the previous phase and written or email authorization to proceed with the next phase. Revisions to drawings or other documents shall constitute Additional Services when made necessary because of Client-requested changes to previously

approved drawings or other documents, or because of Client changes to previous Project budget parameters or Program requirements.

3. Any revisions, additional meetings or public hearings not identified in this proposal will be considered additional services.
4. Either party may terminate this agreement upon 30 days written notice to the other. Upon termination WAS Design will provide the client all task items billed and paid for and client shall pay all fees and costs for tasks completed to time of termination.

V PRODUCTION AND FEES

F. Coordination and Staffing

WAS Design, Inc. will coordinate the work outlined in this proposal with that of other team consultants. WAS Design, Inc. will attend project meetings as needed, and prepare written comments and supplemental drawings as necessary.

James Crowe will be Principal-in-charge of the project, and Blake Smisson will serve as Project Manager, responsible for overall job production and the day-to-day scheduling of the Work. Additional professional, drafting and administrative personnel will be assigned to the project as needed.

A. Fee Schedule/Compensation

We propose to provide the services at the fees/rates described below:

Item	*Scope of service phase*	*Amount &*	*Fee type*
A	Geotechnical Engineering	$3,250.00	Reimbursable
B	Land Disturbance Permit	$5,000.00	Reimbursable
C	Schematic Design	$7,014.00	Fixed fee
D	Design Development	$9,350.00	Fixed fee
E	Construction Documents	$19,868.00	Fixed fee
F	Bid/Negotiation Assistance	$1,168.00	Fixed fee
G	Construction Observation	$9,350.00	Fixed fee
		$55,000.000	**Total**

Billings shall occur monthly based upon the percentage of completion of work for each phase.

Standard Hourly Rates

Principal	$150.00
Landscape Architect I	$120.00
Staff Designer	$105.00
Administrative Staff	$65.00

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

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 emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	WAS DESIGN INC.
Address	256 WACKER LANE, MOBILE, AL. 36608
Telephone	251-344-4023
E-Mail	info@was-design.com

RFP/RFQ Solicitation Number	PR-041-22 (HILLSDALE) PR-035-23 (Crawford-Murphy) PR-047-23 (STOTTS)
Project Description	Pickleball Courts - Hillsdale, Crawford-Murphy & Stotts Parks
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 13 Female 6 Minority _____ Non-minority _____ SDVO _____ Total #of Employees 19

Subcontractor/Major Supplier Plan submitted by:

Printed Name: JAMES E. CROWE

Signature: James E Crowe Date: 4-10-23

Title: VICE-PRESIDENT

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: JAMES E. CROWE Title: VICE-PRESIDENT

Email: jcrowe@was-design.com Phone: 251-344-4023

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company WAS DESIGN Inc. Your Bid/Proposal Amount $ _____ Date: 4-10-23

_____/_____/_____ Description Pickleball Courts - Hillsdale, Crawford - Murphy & STOTTS Parks

Name of Bidder/Proposer: JAMES E. CROWE

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
DRIVEN ENG. INC.	251-649-4011	Civil Eng. - Surveying	15,000	9%	yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: WAS DESIGN INC.

Contact Person: JAMES E. CROWE Phone 251-344-9023 Email JCrowe@was-design.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
	✓	**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	✓	**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
	✓	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	✓	**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	✓	**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	✓	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	✓	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

	/	**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)

__V__ 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

WAS Design, Inc.	
Entity ID Number	000 - 243 - 428
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Baldwin County
Formation Date	08/26/2005
Registered Agent Name	WATKINS, L C
Registered Office Street Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Registered Office Mailing Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Nature of Business	LANDSCAPE ARCHITECTS
Capital Authorized	$1,000
Capital Paid In	$1,000
Directors	
Director Name	WATKINS, L CHAD
Director Street Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Director Mailing Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Incorporators	
Incorporator Name	WATKINS, L CHAD
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	ACY, JARED L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	STRUNK, TROY R
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	

WAS Design, Inc.	
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	2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022
Transactions	
Transaction Date Director/Manager/Organizer Activity	01/22/2019 WATKINS, L CHAD
Transaction Date Legal Name Changed From	01/22/2019 Watkins Acy Strunk Design, Inc.
Transaction Date Principal Office Changed From	01/22/2019 GULF SHORES, AL
Transaction Date Registered Agent Changed From	01/22/2019 WATKINS, L. CHAD 218 NORTH ALSTON STREET FOLEY, AL 36535
Transaction Date Agent Mailing Address Changed From	01/28/2019 * Added
Transaction Date Registered Agent Changed From	01/28/2019 WATKINS, L CHAD 1404 WEST 1ST STREET STE 2 GULF SHORES, AL 36542
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	08/26/2005 Certificate of Formation 8 pgs.
Document Date / Type / Pages	01/28/2019 Registered Agent Change 2 pgs.
Document Date / Type / Pages	01/30/2019 Articles of Amendment 3 pgs.

New Search

E-Verify

Company ID Number: 616583

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 Watkins Acy Strunk Design, Inc	
Troy Strunk	
Name (Please Type or Print)	Title
Electronically Signed	**11/12/2012**
Signature	Date

Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	**11/12/2012**
Signature	Date

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name:	**Watkins Acy Strunk Design, Inc**
Company Facility Address:	**218 North Alston Street**
	Foley, AL 36535
Company Alternate Address:	**218 North Alston Street**
	Foley, AL 36535
County or Parish:	**BALDWIN**
Employer Identification Number:	**203397512**

Company ID Number: 616583

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	5 to 9
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:	Angel Cowan		
Telephone Number:	(251) 948 - 7181	Fax Number:	(251) 981 - 8722
E-mail Address:	acowan@was-design.com		
Name:	Troy R Strunk		
Telephone Number:	(251) 948 - 7181	Fax Number:	(251) 981 - 8722
E-mail Address:	tstrunk@was-design.com		

WASDE-1

OP ID: KF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Ebert Agency, Inc.
222 W. Laurel Avenue
Foley, AL 36535
Charles J. Ebert III
251-943-2281

CONTACT NAME: Charles J. Ebert III
PHONE (A/C, No, Ext): 251-943-2281
FAX (A/C, No): 251-943-3801
E-MAIL ADDRESS: kfrank@ebertagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Auto Owners Insurance	18988
INSURER B : The Sheffield Fund	
INSURER C : Evanston Insurance Company	35378J
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
WAS Design Inc
218 North Alston Street
Foley, AL 36535

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	38951882	08/07/2022	08/07/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Contractual						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE			4995188200	08/07/2022	08/07/2023	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A	X	600-2023-15773-00	01/01/2023	01/01/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			EFF3824	01/01/2023	01/01/2024	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Chawford - Murphy Park - Pickleball Courts - PR-035-23

See Pg. 2

CERTIFICATE HOLDER CITMOB1

City of Mobile
Architectural Enginnering Dept
P. O. Box 1827
Mobile, AL 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

City of Mobile is included as an additional insured in respect to General Liability and Umbrella. All policies except workers compensation, shall be Primary adn Non-contributory with any other insurance force or which may be purchased by Additional insured. Waiver of Subrogation applies in favor of City of Moible with respect to General Liability, Umbrella Liability and Worker Compensation. 30 Day Notice of Cancellation non-renewal or material change shall apply (except 10 days for non-payment)

Coverage for Workers Compensation is limited to the provisions of the Alabama Workers Compensation Law

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/10/2023

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PRODUCER The Buckner Company of Colorado 6400 S. FIDDLERS GREEN CIRCLE, SUITE 950 Greenwood Village CO 80111 License#: 480397	**CONTACT NAME:** Kasey Heupel **PHONE (A/C, No, Ext):** 13037563418 **FAX (A/C, No):** **E-MAIL ADDRESS:** denver@buckner.com
INSURED WAS Design, Inc. 218 N. Alston Foley AL 36535 WASDESI-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Everest National Insurance Company — 10120 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 341988536 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability			AAEP000458221	9/20/2022	9/20/2023	General Aggregate Per Claim Deductible	2,000,000 1,000,000 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Crawford-Murphy Park - Pickleball courts PR-035-23

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
P.O. Box 1827
Mobile AL 36633-1627

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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WASDE-1 OP ID: KF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/06/2023

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PRODUCER Ebert Agency, Inc. 222 W. Laurel Avenue Foley, AL 36535 Charles J. Ebert III 251-943-2281	CONTACT NAME: Charles J. Ebert III PHONE (A/C, No, Ext): 251-943-2281 FAX (A/C, No): 251-943-3801 E-MAIL ADDRESS: kfrank@ebertagency.com
INSURED WAS Design Inc 218 North Alston Street Foley, AL 36535	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Auto Owners Insurance — 18988 INSURER B : The Sheffield Fund INSURER C : Evanston Insurance Company — 35378J INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X	X	38951882	08/07/2022	08/07/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			4995188200	08/07/2022	08/07/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	600-2023-15773-00 EFF3824	01/01/2023 01/01/2023	01/01/2024 01/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Hillsdale Park - Pickleball Courts - PR-041-22

See Pg. 2

CERTIFICATE HOLDER

CITMOB1

City of Mobile
Architectural Enginnering Dept
P. O. Box 1827
Mobile, AL 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/10/2023

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PRODUCER The Buckner Company of Colorado 6400 S. FIDDLERS GREEN CIRCLE, SUITE 950 Greenwood Village CO 80111 License#: 480397	**CONTACT NAME:** Kasey Heupel **PHONE (A/C, No, Ext):** 13037563418 **FAX (A/C, No):** **E-MAIL ADDRESS:** denver@buckner.com
INSURED WAS Design, Inc. 218 N. Alston Foley AL 36535 WASDESI-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Everest National Insurance Company — 10120 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 817414360 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability			AAEP000458221	9/20/2022	9/20/2023	General Aggregate Per Claim Deductible	2,000,000 1,000,000 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Hillsdale Park - Pickleball Courts PR-041-22

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
P.O. Box 1827
Mobile AL 36633-1627

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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WASDE-1

OP ID: KF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/06/2023

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INSURED WAS Design Inc 218 North Alston Street Foley, AL 36535	INSURER A : Auto Owners Insurance — NAIC # 18988 INSURER B : The Sheffield Fund INSURER C : Evanston Insurance Company — 35378J INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X	X	38951882	08/07/2022	08/07/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			4995188200	08/07/2022	08/07/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Stotts Park - Pickleball Courts - PR-047-23

Pg 2.

CERTIFICATE HOLDER

CITMOB1

City of Mobile
Architectural Enginnering Dept
P. O. Box 1827
Mobile, AL 36633-1827

CANCELLATION

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AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER The Buckner Company of Colorado 6400 S. FIDDLERS GREEN CIRCLE, SUITE 950 Greenwood Village CO 80111 License#: 480397	**CONTACT NAME:** Kasey Heupel **PHONE (A/C, No, Ext):** 13037563418 **FAX (A/C, No):** **E-MAIL ADDRESS:** denver@buckner.com
INSURED WAS Design, Inc. 218 N. Alston Foley AL 36535 WASDESI-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Everest National Insurance Company — 10120 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 501839128 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [blank]	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [blank]	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE [blank]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability			AAEP000458221	9/20/2022	9/20/2023	General Aggregate Per Claim Deductible	2,000,000 1,000,000 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Stotts Park - Pickleball courts - PR-047-23

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
P.O. Box 1827
Mobile AL 36633-1627

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:5/9/2023

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the execution of the Performance Contract between the City of Mobile and Friends of Mobile Historic Development

Amount of Contract:
$46,100.00

Effective Date of Contract:
3/21/2023

Funding Source

Project # Resolution for Performance Contract with Friends of Mobile Historic Development

Discretionary Funds n/a

Project String 3042

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 Performance Contract with Friends of Mobile Historic Development	Resolution Letter	3/9/2023
Performance Contract	Cover Memo	5/4/2023

REVIEWERS:

Department Reviewer	Action	Date
Build		3/9/2023 - 3:50

Mobile	Beaco, Shayla	Approved	PM
Legal	Kern, Chris	Approved	3/9/2023 - 3:52 PM
Legal	Kern, Chris	Approved	3/9/2023 - 3:53 PM
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 3:56 PM

2023

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

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 Performance Contract between the City of Mobile and Friends of Mobile Historic Development, attached hereto or one substantially similar, and made a part hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Performance Contract is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

\\Citylawsrv\cycom\WPDocs\D009\P005\00114633.doc

5.3.23

PERFORMANCE CONTRACT

THIS PERFORMANCE CONTRACT (sometimes hereinafter "Agreement") is made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and **Friends of Mobile Historic Development** a not-for-profit corporation organized and existing under the laws of the State of Alabama (sometimes hereinafter "Contractor"), as follows:

WHEREAS, the Contractor's purpose is to promote and support the historical, cultural and aesthetic heritage of the City of Mobile; and

WHEREAS, Contractor serves this purpose by preserving and protecting buildings and neighborhoods of historic and architectural value in the City of Mobile; and

WHEREAS, the City desires to financially assist Contractor in its efforts and finds that these activities serve a public purpose;

NOW, THEREFORE,

WITNESSETH:

That the City, 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 which is hereby acknowledged, does hereby covenant and agree as follows:

City hereby agrees to pay the Contractor the sum of **FORTY-SIX THOUSAND ONE HUNDRED DOLLARS AND NO/100 ($46,100.00)**, payable upon Contractor's submittal to the City Finance Department of its federal tax identification number and 501(c)(3) letter from the Internal Revenue Service. Said funds will be disbursed in a single payment which shall result from a written request to be sent to the City's Finance Department.

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:

> Preserving and protecting historic buildings and neighborhoods in the City of Mobile, the pursuit and provision of educational or other opportunities to further the recognition and preservation of the unique historic character of the City and supporting the Mobile Historic Development Commission in the performance of its powers and duties.

Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the 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 the Contractor, or sums earned or derived by the Contractor, nor shall Contractor at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be the 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 the 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 manner in which services by the Contractor, provided for herein, are performed, but on the contrary, the Contractor shall be wholly responsible therefor.

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 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.

The 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.

The Contractor agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Contractor, the City may, at its option, terminate and cancel this Agreement.

The Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person will be excluded from participation in, 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.

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.

The Contractor agrees and understands that the funding of this Agreement is solely provided from the General Fund budget. If, at any time during the City's fiscal year, City's actual revenues decrease below that amount which has been projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto. Notwithstanding any of the other provisions contained in this Agreement, City shall maintain the right to terminate this Agreement upon proper notice,

which shall be in writing and shall be provided to the Contractor at least thirty (30) days prior to the intended date of cancellation.

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 Agreement 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 of 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 from this Agreement.

All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City:

City Clerk
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

And to Contractor:
Friends of Mobile Historic Development
Timothy Ray Maness, President
c/o Bruce McGowin
Hand Arendall Harrison Sale
P. O. Box 123
Mobile, AL 36601

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.

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.

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.

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.

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

The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as mended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. Compliance shall be evidenced by the Contractor's documentation of enrollment in the E-Verify Program.

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.

Contractor shall make every reasonable effort to have at least fifteen (15) percent participation by socially and economically disadvantaged individuals, or the City shall make every reasonable effort to ensure that at least fifteen (15) percent of the total value of all such contracts or agreements described above shall be awarded to qualified contractors or professionals who are socially and economically disadvantaged.

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.

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

CITY OF MOBILE, A Municipal Corporation

BY_____
Its Mayor

ATTEST:

BY_____
Its City Clerk

Friends of Mobile Historic Development

BY_____
Its Authorized Agent

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that _____ whose name as **AUTHORIZED AGENT of Friends of Mobile Historic Development**, a non-profit corporation, is signed to the foregoing Performance Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Performance 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 this the _____ day of _____, 20__.

(SEAL)

_____
Notary Public
State of Alabama At-Large
My Commission Expires: _____

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AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

Jennifer Greene, Director of Programs and Project Management

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Supplemental Agreement #1 will increase the City's TAP Grant, Project No. TAPAA-TA18(923), by $500,000. This TAP grant is dedicated to Section 6N, and originally granted to the City on December 17, 2018. The additional $500,000 will fund the bid alternate in the contract agreement between the City of Mobile and McElhenney Construction Company, LLC. The bid alternate will allow for construction of the PermaTrak Precast Concrete Boardwalk System over the historic Live Oak tree roots. Matching funds of $125,000 will come from C0291.

Amount of Contract:

$500,000

Funding Source

Project # TAPAA-TA18(923) **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** $500,000

Grant Funds $500,000 **Matching Funds** $125,000 (C0291)

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	4/20/2023
Resolution	Resolution Letter	4/20/2023
Supplemental Agreement #1	Backup Material	4/20/2023

REVIEWERS:

Department Reviewer	Action	Date
Public		4/20/2023 - 2:06

Works	Greene, Jennifer	Approved	PM
Accounting	Christian, Rebecca	Approved	4/20/2023 - 5:01 PM
Legal	Kern, Chris	Approved	4/21/2023 - 10:57 AM
Legal	Kern, Chris	Approved	4/21/2023 - 10:58 AM
Mayors Office	Montgomery, Brandi	Approved	4/21/2023 - 11:05 AM

March 20, 2023

Dear Councilmembers:

The attached Supplemental Agreement #1 will increase the City's TAP Grant, Project No. TAPAA-TA18(923), by $500,000. This TAP grant is dedicated to Section 6N, and was originally granted to the City on December 17, 2018. The additional $500,000 will fund the bid alternate in the contract agreement between the City of Mobile and McElhenney Construction Company, LLC. The bid alternate will allow for construction of the PermaTrak Precast Concrete Boardwalk System over the historic Live Oak tree roots. Matching funds of $125,000 will come from C0291.

The Mobile Greenway continues to evolve our transportation infrastructure and is a part of a larger vision to transform the City of Mobile into a more connected and livable community. The objectives of this project are to increase walkability and enhance both biking and pedestrian safety by connecting residential areas and citizens to the surrounding parks, schools, churches, and commercial areas. This easement continues the current efforts of constructing this ADA compliant biking and pedestrian path along Three Mile Creek.

We look forward to continued communication on this important community project. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

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:

_____

City Clerk:

_____

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

Jennifer Greene, Director of Programs and Project Management

Sponsored by:

Mayor William S. Stimpson and Councilwoman Gina Gregory

Purpose and Scope of Project:

Attached to this memo is a Change Order between the City of Mobile and McCrory Williams, Inc. to perform design and engineering services for Segment 3 of the Three Mile Creek Greenway Trail, which starts at the second railroad crossing and continues east for 3363 feet until terminating at Moffat Road Trailhead. This agreement will evaluate existing conditions around the railroad crossings and propose an update to provide an accurate floodway delineation, floodplain delineation, base flood elevations along the project area, and complete Segment 3 design and construction plans. Current contract of Trail Segment 1 and 2 is funded for $395,720.00 through City CIP and the change order to the contract is not to exceed $241,980.00. This is necessary for the completion of the Three Mile Creek Greenway Trail.

Amount of Contract:

$395,720.00

Funding Source

Project # GREENWAY TRAIL SEC 1 & 2 C0526 **Discretionary Funds** N/A

Project String C0526 **Contract Number:**2021-2045-02

Budget Amendment **REDUCE** N/A **INCREASE** $241,980.00

Grant Funds N/A **Matching Funds** $0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	4/18/2023
Resolution	Resolution Letter	4/18/2023
Justification	Backup Material	4/20/2023
Change Order #2	Backup Material	4/20/2023

Capital Sheet	Backup Material	4/20/2023
Original Contract	Backup Material	4/18/2023
Original Resolution	Backup Material	4/18/2023
Change Order #1	Backup Material	4/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	4/20/2023 - 11:00 AM
Capital	Rhodes, Brenda	Approved	4/20/2023 - 11:51 AM
Legal	Kern, Chris	Approved	4/20/2023 - 12:53 PM
Mayors Office	Montgomery, Brandi	Approved	4/20/2023 - 2:44 PM

April 13, 2023

To Whom It May Concern:

Attached to this memo is a Change Order between the City of Mobile and McCrory Williams, Inc. to perform design and engineering services for Segment 3 of the Three Mile Creek Greenway Trail, which starts at the second railroad crossing and continues east for 3363 feet until terminating at Moffat Road Trailhead. This agreement will evaluate existing conditions around the railroad crossings and propose an update to provide an accurate floodway delineation, floodplain delineation, base flood elevations along the project area, and complete Segment 3 design and construction plans.

Current contract of Trail Segment 1 and 2 is funded for $395,720.00 through City CIP and the change order to the contract is not to exceed $241,980.00. This is necessary for the completion of the Three Mile Creek Greenway Trail.

We look forward to continued communication on this important CIP funded project. Please call either Jennifer Greene with questions at 251-208-7199 or email me at Jennifer.greene@cityofmobile.org or Lance Slater at 251-208-1037 and lance.slater@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

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 McCrory & Williams, 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 October 19, 2021, in total contract sum from $395,720.00 to $637,700.00, with the $241,980.00 being specifically allocated to Segment 3 of the Three Mile Creek Greenway Trail Design and CE&I activities. A copy of said Change Order and Justification is on file in the office of the City Clerk.

Name of Company:	McCrory & Williams, Inc.
Project Name:	Mobile Greenway Initiative: Three Mile Creek Trail, Segments 1, 2 & 3
Amount:	$241,980.00 (Existing Contract Amount: $395,720.00)

_____

City Clerk

MOBILE
ALABAMA

JUSTIFICATION FOR CHANGE ORDER

PROJECT:	Threemile Creek Greenway Trail – Design Consultant Tasks: Segment 3
CHANGE ORDER NO:	(2) Two
CONTRACTOR:	McCrory Williams, Inc
PROJECT NO:	2021-2045-02
CONTRACT #:	21-888
VENDOR #:	132093

The attached Change Order number Two (2) to contract with McCrory Williams, Inc dated October 19, 2021 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.

[X] 6. Other: Addition to original scope of work. Adding engineering and design services for Segment 3 of Three Mile Greenway Trail.

James A. DeLapp, Exec. Director Public Works

CITY OF MOBILE
Public Works
205 Government Street, 3rd Floor
Mobile, AL 36602

PROJECT: Threemile Creek Greenway Trail – Design Consulting Tasks: Segment 3

CHANGE ORDER NO: (2) Two

ADDRESS: N/A

DATE: December 05, 2022 **PROJECT**

TO CONTRACTOR: McCrory Williams, Inc

NO: 2021-2045-02 **CONTRACT**

ADDRESS: 3207 International Dr, Suite G
Mobile, AL 36606

DATE: October 19, 2021

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

City and the Engineer desire to add additional scope and to ratify and adopt all other terms of the agreement as originally agreed upon for the project's contract with McCrory Williams, Inc. The total contract sum will increase from original amount, for Mapping and Consulting Tasks to Segment 3 of Threemile Creek Greenway Trail (TAP Grant).

THE CONTRACT US CHANGED AS FOLLOWS:

Original Contract Sum:	$360,000.00
Net change by previously authorized change orders:	$35,720.00
Contract Sum prior to this Change Order:	$395,720.00
Contract Sum will be INCREASED by this Change Order:	$241,980.00
New Contract Sum including this Change Order will be:	$637,700.00
Contract Time will be change by One (1) year.	October 31, 2023
The date of Substantial Completion as of this Change Order therefore is October 31, 2024.	

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

James A. DeLapp, Exec. Director Public Works

William S. Stimpson, Mayor

ATTEST:

City Clerk

McCrory & Williams, Inc.
Contractor

3207 International Dr.
Address

By (Signature)

4-13-2023
Date

(Corporate Seal if applicable)

CHANGE ORDER 2

CoM Project No. TAPMB-TA22(937)
Change Order No. 1
Effective Date 13 April 2023

In accordance with Article 7 of the Master Services Agreement dated October 19, 2021 ("Agreement") between the City of Mobile ("City") and McCrory & Williams, Inc. ("Engineer"), this Change Order modifies the Agreement as follows:

1. Change in Services:

Additional work associated with the design of Segment 3 and a flood study to update the FEMA flood maps for Segment 3 along with wetland mapping and permitting plus any needed endangered species impacts for Segments 1, 2 & 3 on behalf of the City of Mobile for the proposed Greenway Trail.

2. Change in time of Performance (attach schedule if appropriate): Additional twelve month extension: revised date is 31 December 2024

3. Change in Engineer's Compensation:

Total $241,980.00

All other terms and conditions remain unchanged.

City	**Engineer**
Signature	Signature (SEAL)
Name (Printed or Typed)	Sean Estes Name (Printed or Typed)
Date	4-13-2023 Date

ALABAMA REGISTERED NO. 25073 PROFESSIONAL ENGINEER SEAN ESTES

McCrory Williams
INCORPORATED
Engineers Surveyors

April 13, 2023

Mr. Lance C. Slater, PMP
City of Mobile
205 Government Street
P.O. Box 1827
Mobile, Alabama 36633-1827

RE: 3 Mile Creek Greenway - Trail Segment 3
Change Order 2

Dear Mr. Slater,

McCrory & Williams, Inc. is pleased to have the opportunity to provide additional professional engineering & design and administrative services for the 3 Mile Creek Greenway Project – Segment 3 as a Change Order 2 to the original contract executed on October 19, 2021.

Our understanding of the scope of work consists of developing construction plans for the trail segment 3 consisting of a gravel shared use pedestrian & bicycle 10' wide path with concrete ribbon curb, drainage design, permitting and railroad crossing structure.

McW would also provide to the City of Mobile; design recommendations and cost estimates, prepare bid documents, provide utility coordination, floodway remapping, environmental coordination, surveying & property information and CE&I services for the proposed improvements.

The professional engineering design services shall include the preparation of plans/specifications/cost estimate; advertisement and evaluation of bids; and recommendation of three (3) responsible low bidders, as per ALDOT requirements.

Change Order 2

3MC Greenway - Segment 3 (4,650 linear feet)

- Develop Construction Plans and Contract Documents for the 12' wide Greenway Trail

50% submittal – Segment 3	$25,800
75% submittal – Segment 3	$18,200
100% submittal – Segment 3	$12,000

3207 International Dr., Suite G • Mobile, Alabama 36606
Voice (251) 476-4720 • Fax (251) 476-4721
mobile@mcwinc.com

McCrory Williams
INCORPORATED

• Topographic Surveys – Segment 3	$19,800
• Property Surveys and Easement Document Preparation (13 Tracts)	$12,400
• Structural Design of the Railroad Underpass #3 – Segment 3 Barter & Associates, Inc.	$24,850
• Tributary Bridge Crossing Design – Segment 3	$10,150
• Flood Study and FEMA LOMAR Approval – Segment 3 Red Mountain Engineering	$12,250
• Additional topo survey downstream of Moffett Road Needed for the Flood Study analysis	$ 1,630
• Trailhead Sign and Gate, Monument Sign Design	$ 2,000
• Coordination with CN Railroad for Approval – Segment 3	$ 8,000
• Corp of Engineers Permit Coordination Vittor & Associates, Inc.	$ 5,400
• Alabama Department of Conservation and Natural Resources Vittor & Associates, Inc.	$ 3,000
• City of Mobile No-Rise Permit Coordination – Segment 3	$ 2,000
• City of Mobile Permitting Coordination – Segment 3	$ 2,000
• Bid Advertisement, Bid Services and Evaluation of Bids – Segment 3	$ 7,500
• Construction, Engineering & Inspection Services – Segment 3	$75,000
Change Order 2 Total	**$241,980**

McCrory Williams
INCORPORATED

Task Number	Task Description	Design Engineering and CE & I Services Fee
1	3MC Greenway – Segment 1	$92,000
2	3MC Greenway – Segment 2	$90,000
3	CE & I – Segment 1	$78,000
4	CE & I – Segment 2	$60,000
5	3MC Greenway – Japanese Garden Parking Lot	$40,000
Original Agreement - McW Engineering Services Fee		**$360,000**
Change Order 1	Flood Study Segments 1 & 2 - *Approved*	$35,720
Change Order 2	3MC Greenway Design and CE & I – Segment 3	$241,980
Total McW Engineering Services Fee + Change Order 1 & 2		**$637,700**

**This Proposal does not include any cost of geotechnical services deemed necessary. Cost to be provided by others. **

We are confident of our ability to provide quality, cost-effective service. We look forward to the opportunity to again provide service to the City of Mobile. If you have any questions, or need additional information, do not hesitate to contact us at (251) 476-4720.

Yours very truly,

McCRORY & WILLIAMS, INC.

Sean M. Estes, P.E.

BARRY A. VITTOR & ASSOCIATES, INC.
ENVIRONMENTAL RESEARCH & CONSULTING
8060 Cottage Hill Road Mobile, Alabama 36695
Phone (251) 633-6100 Fax (251) 633-6738

March 6, 2023

Sean Estes, P.E.
McCrory & Williams, Inc.
3207 International Drive, Suite G
Mobile, AL 36606

Subject: Three Mile Creek Greenway Trail, Segments 1-3

Dear Mr. Estes:

Barry A. Vittor & Associates, Inc. appreciates the opportunity to provide this cost proposal to McCrory & William, Inc., for wetland permitting services in support of Segments 1-3 of the City of Mobile's Three Mile Creek Greenway walking trail project. Based on the information provided by Spectrum Environmental, Inc. regarding wetland studies of the walking trail, we believe that the wetland impacts that would be caused by construction of Segments 1-3 would be less than 0.5 acre in total. This would allow use of Nationwide Permit No. 42 (Recreational Facilities). We anticipate that the scope of Vittor & Associates' services will include a pedestrian survey of the walking trail route to update the earlier gopher tortoise survey, an assessment of wetland habitat quality where impacts could occur, preparation of the permit application with associated documentation of wetland delineation (included in the Spectrum report), and coordination of the Sec. 404 application review process by the Corps of Engineers and Alabama Department of Environmental Management.

The cost to provide these services is estimated as $5400.00. This does not include a provision for a cultural resources assessment because it is not clear if such a study has already been performed or if the Corps of Engineers would require such a study. In the event that the Corps does require a cultural resources assessment, and no assessment has yet been conducted, we estimate that this study would cost approximately $3000.

Vittor & Associates would begin work on this project within 2 weeks of notice to proceed. We anticipate that final approval of the wetland permit could be obtained within 90 to 120 days, depending on the need for a cultural resources assessment. Please call if you have any questions.

Sincerely,

Barry A. Vittor, PhD
President

McCrory & Williams
3207 International Dr
Mobile, AL 36606

February 28, 2023

Attention: Sean Estes

RE: Cost Estimate and Scope of Work
Additional Scope along Segments 3 & 3N for Flood Study-Threemile Creek

Dear Mr. Estes,

Red Mountain Engineering, LLC *(consultant)* hereby submits a proposal to perform additional scope to the flood study for Threemile Creek. The flood study will update the FEMA flood maps for McCrory and Williams *(client)* on behalf of the City of Mobile. The additional scope shall include an update to the effective flood maps along the proposed greenway trial segments 3 & 3N, as shown in a "simplified trail map" via email on 2/16/23. It should be noted that this will not slow down the design work along Segment 1. Segment 1 no longer includes the upstream most railroad crossing which was moved into segment 2. The entire revision will be processed as a single FEMA Letter of Map Revision (LOMR). This will impact the timeline provided in a previous proposal but will provide the *client* and the City with cost savings and improve the process when submitted to FEMA. The additional scope will include the analysis of a 3rd Railroad crossing, and due to FEMA tie in requirements, will likely include additional crossings that are not part of the project purpose. The existing conditions will be updated to provide an accurate floodway delineation, floodplain delineation, and base flood elevations along the project area. The flood study will aim to optimize the floodway and narrow it along the proposed greenway trail and Railroad Crossings. The "Additional Scope" Section in the pages below provides greater detail, including the need for some additional survey.

Enclosed is a detailed proposal with scope, costs, and contractual details. Red Mountain Engineering, LLC appreciates the opportunity to perform work for your project and to help provide a valuable greenway for the City.

Sincerely,

Bobby Douglass, PE, CFM
President, Red Mountain Engineering, LLC

Enclosure: Proposal
cc: Nick Amberger, City of Mobile

RME
RED MOUNTAIN ENGINEERING

PROPOSED SCOPE OF WORK

Hydraulic Analysis-Threemile Creek (no change in this section)

Red Mountain Engineering, LLC (*consultant)* will perform an updated hydraulic analysis of Threemile Creek along the railroad crossings labeled "RAILROAD CROSSING 1" and "RAILROAD CROSSING 2" on the *Connectivity Phase 1 20190206* plan set provided by McCrory and Williams via an email on 11/2/2022. *Consultant* will perform an updated hydraulic analysis along stations located in between the railroad crossings, identified as 69+00-76+50 & 80+00-86+00 in the roll maps provided via an email on 12/1/2022. The analysis will narrow the floodway in the immediate vicinity and provide an updated floodway delineation, floodplain delineation, and updated base flood elevations as appropriate. The hydrology will be reviewed for its applicability given any updated watershed development and changing conditions of the area. The *consultant* requires a railroad survey, the extent of the proposed railroad crossings, and the extent of the proposed greenway trail.

The *consultant* will prepare a Letter of Map Revision (LOMR) to be submitted to FEMA on behalf of the City of Mobile and McCrory and Williams. An allowance has been provided in the pricing section to cover the cost of the FEMA fee, but this will likely not be required as this qualifies as a fee-exempt project. This cannot be guaranteed without FEMA approval; therefore, an allowance has been included here for reference. The *consultant* will prepare all necessary supporting documents related to the LOMR submittal that is required to get full FEMA approval for the map revision, including addressing any additional data requests.

8-Step Process (no change in this section)

The City of Mobile will lead the public meeting and public notice aspects of the federal 8-step process. The *consultant* will provide support in order to fulfill the 8-step process. *Consultant* will be responsible for determining alternatives, identifying adverse and beneficial impacts, mitigation of adverse impacts, a re-evaluation of alternatives, roll maps and other supporting documentation, as appropriate.

Additional Scope for Segments 3 & 3N

The *consultant* will perform an updated hydraulic analysis of Threemile along a greater reach that includes segments 3 & 3N, in addition to the previously identified scope. The previous scope includes an updated hydraulic analysis for Segments 1 & 2, as agreed to in Change Order #1 titled, "Three Mile Creek Greenway Trail (Seg 1/2) - Change Order #1." The additional scope shall include segments 3 & 3N as identified on the "simplified trail map" shared via email on 2/16/23. Segment 3N ends just upstream of Moffett Road. The LOMR revision will likely have to extend downstream of Moffett Road due to FEMA tie-in requirements. It is anticipated that the tie-in will be achieved along Threemile Creek in between Moffett Road and I-65. The analysis will narrow the floodway in the immediate vicinity and provide an updated floodway delineation, floodplain delineation, and updated base flood elevations as appropriate.

Additional Survey Required

In addition to the survey outlined above, survey will be needed along the gas station just downstream of Moffett Rd and the weir across Threemile Creek at the same location. The LiDAR

leveraged for updated topographic information was flown prior to the gas station being constructed in late 2014/early 2015. In order to accurately model the flood risk, additional topographic information reflecting the fill around the gas station is needed to supplement the LiDAR. The weir located along the creek in the same location will need to be surveyed, along with immediately upstream and downstream of the weir. Please see figure 1 below that provides detail regarding the location of survey. All survey should be provided in digital format. The raw point data should be provided in text or csv format. All data should be projected in state plane east coordinate system.

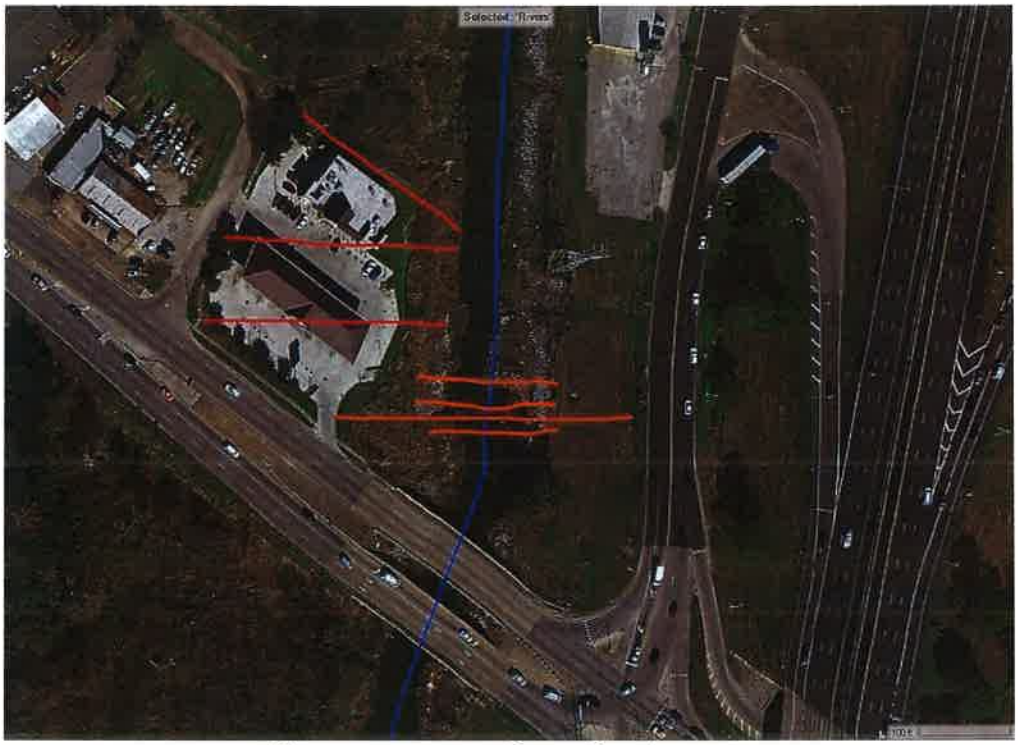


Figure 1 - Additional Survey Requirements

Delivery Schedule-Additional Scope

As outlined below, we will coordinate with you to meet project requirements—the anticipated schedule is subject to data being provided.

The LOMR submittal will be ready to submit to FEMA no later than 45 days after receiving all the necessary survey. The time to achieve FEMA approval can vary greatly from project to project and upon different FEMA reviewers. Please coordinate directly with the Project Manager, Bobby Douglass, for a better understanding of the timeline from submittal to FEMA to actual approval.

Authorization to Proceed

The *consultant* will obtain the *client's* approval before proceeding with the proposed work. Please sign the enclosed agreement if this cost estimate meets with your approval. Retain one copy for your files and return the second copy to our office with your authorization to proceed.

Invoicing, Payment Schedule, and Failure to Pay

Consultant shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to the *client* on a monthly basis. *Consultant* shall also estimate the services required over the following month. Should the retainage fall below the value of services provided, the *consultant* shall stop work until additional funds are provided.

As compensation for the *consultant* providing or furnishing Services, *client* shall pay *consultant* as set forth in the Pricing paragraph below. If *client* disputes an invoice, either as to amount or entitlement, then *client* shall promptly advise *consultant* in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

If the *client* fails to make any payment due *consultant* for Services within 30 days after receipt of *consultant* invoice, then (1) the amounts due to the *consultant* will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition *consultant* may, after giving 7 days written notice to *client*, suspend Services under this Agreement until *consultant* has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case *client* waives any and all claims against *consultant* for any such suspension; and (3) if any payment due *consultant* remains unpaid after 90 days, *consultant* may terminate the Agreement for cause.

Standard of Care

The standard of care for all professional engineering and related services performed or furnished by *consultant* under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

Waiver of Damages & Limitation of Liability

To the fullest extent permitted by law, client and consultant (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that *consultants* total liability to *client* under this Agreement shall be limited to $10,000 or the total amount of compensation received by *consultant*, whichever is lessor.

Authorization to Proceed

If you agree with the proposed scope of work and payment schedule, please return one signed copy of this agreement to our office (contact information below signatures) and retain the other copy for your records. Upon receipt of authorization to proceed, the *consultant* will begin work.

This document constitutes a legal contract under the laws of the State of Alabama. The undersigned parties have reviewed this document and agree to the scope of work to be provided and the terms of the contract.

Pricing

$12,250 fixed price for the additional scope analysis. This is in addition to the scope previously agreed upon.

There is no additional FEMA allowance for a map revision since this scope and the previously agreed upon scope will be submitted as one revision.

Retainer: No retainer will be needed for the additional scope services.

DATE: 2/28/2022

DATE:

Client



Bobby Douglass, PE, CFM
President, Red Mountain Engineering, LLC

Sean Estes, McCrory and Williams

Mail to: 1360 Starcross Drive, Vestavia Hills, AL 35216
Email to: bdouglass@redmountaineng.com

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME:_____

PROJECT #_____ **DATE OF RECEIPT**_____

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** Non Contractual

Performance-Contributed Contractual

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: _____Jennifer Greene_____ **Date** _____

Revised 11/14/2019 Marilyn McMillan

21-888 2021

RESOLUTION

Sponsored by: Mayor Stimpson
Councilmember Gina Gregory, District 7

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, and Agreement between the City of Mobile and the company listed below, for work as outlined in the agreement attached hereto and made a part hereof as set forth in full, subject to the company aligning the agreement and furnishing the required bonds and insurance. A copy of said agreement is on file in the office of the City Clerk.

Name of Company: McCrory & Williams, Inc.

Project Name: Mobile Greenway Initiative: Three Mile Creek Trail, Segments 1 & 2

Estimated Cost: $360,000.00

Adopted: OCT 19 2021

City Clerk

MASTER SERVICES AGREEMENT

This agreement ("Agreement"), with an effective date of Oct. 19, 2021, is by and between the City of Mobile, Alabama, a municipal corporation of the State of Alabama ("City") and McCrory & Williams, Inc. ("Consultant").

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1 SCOPE OF SERVICES

This project, the Mobile Greenway Initiative, is providing the City of Mobile with a series of inter-connecting multimodal trails, through the use of non-motorized multi-use paths, "complete streets," pedestrian paths, and Low Intensity Design (LID). The City is utilizing a combination of Capital Improvement Project funds, a RESTORE Act grant award from the Alabama Gulf Cost Recovery Council, and Transportation Alternative Project (TAP) grants from Alabama Department of Transpiration to administer the project.

The assigned tasks and services of this agreement will focus on, but not be limited to, the following: (1) developing construction plans for the trail segments 1 and 2 consisting of a typical pave profile, drainage design, permitting, railroad crossing structure, and (2) cost estimates, preparation of bid documents, utility coordination, survey, and (3) Construction Engineering and Inspection (CE&I) services during construction. Referenced Tasks are detailed in the Consultant's proposal, Attachment D.

The services to be performed by Consultant under this Agreement ("Services" and "Deliverables") shall be set forth in individual task orders using the general format set forth in Attachment A ("Task Orders"), attached hereto and incorporated herein by reference. Services will be provided for the benefit and at the direction of the City's Program and Project Management Department.

2 TASK ORDER PROCESS

2.1 Upon the request of City, Consultant shall prepare a Task Order containing an identification of the project ("Project"), description of the Services and Deliverables, compensation to be paid to Consultant for the performance of the Services ("Compensation"), and a proposed schedule for the performance ("Project Schedule") for the Services.

2.2 Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date of the task order will be as set forth in the individual Task Order.

2.3 Changes to the Task Order shall be made in writing and signed by both parties, in accordance with Article 7 herein.

3 INVOICING AND PAYMENT

Consultant shall submit a separate invoice for each of the required Services and Deliverables, confirming completion, and the reimbursable expenses incurred. City shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to Consultant within thirty (30) calendar days from the date of Consultant's invoice.

Total payments issued under this Agreement shall not exceed $360,000.00 (Three Hundred and Sixty Thousand Dollars). The contract amount may be reduced depending on the viability of the proposed tasks set forth in the attached consultant proposal (Attachment D).

4 PERIOD OF PERFORMANCE

4.1 This Agreement shall have an effective date as set forth above and shall remain in effect until October 31, 2023_ unless terminated earlier pursuant to this Agreement.

4.2 The period of performance for the Services and Deliverables under each Task Order shall be as set forth in the applicable Task Order.

4.3 In the event of the expiration or partial termination of this Agreement, Consultant shall, unless otherwise directed by City, complete its performance of any outstanding Task Orders then pending in accordance with the terms and conditions of such Task Order(s) as may be further amended and this Agreement. In such case, the specifications, terms and conditions of the Task Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Task Order(s) until such time as the Task Order(s) are completed.

5 CITY'S RESPONSIBILITIES

5.1 City shall designate a person to act as City's representative with respect to each Task Order. Such person will have authority to transmit instructions, receive information and interpret and define City's policies and decisions regarding the respective Task Order.

5.2 City shall furnish to Consultant all applicable information and technical data in City's possession or control reasonably requested by Consultant for the proper performance of the Services.

5.3 City shall arrange for access to provide Consultant information required to complete task.

6 CONSULTANT'S RESPONSIBILITIES

6.1 Subject to the written approval of the City, Consultant shall designate a project manager for the performance of Services and Task Orders. Such project manager, in addition to other duties and authorities, shall have complete authority to transmit instructions and receive information and requests from City regarding this Agreement, Services, and Task Orders. Consultant shall not substitute designated project managers without the prior written approval of the City. Consultant shall assign individuals with appropriate professional skills and training to perform the assigned task orders.

6.2 Consultant shall perform the Services as an independent contractor and not as City's agent or employee. Consultant shall be solely responsible for the compensation, benefits, contributions, and taxes, if any, of its employees and agents.

6.3 The standard of care applicable to Consultant's Services will be the degree of skill and diligence normally employed by professional Consultants performing the same or similar services at the time and location said Services are performed.

6.4 Consultant will perform assigned professional services as prescribed in the identified Task Orders.

6.5 Consultant will be paid for services according to the Fee Schedule and outlined in tasks attached hereto.

7 CHANGE ORDERS

City or Consultant may, from time to time, request modifications or changes in the Services or Deliverables described in the Task Order. To the extent that the Services or Deliverables to be performed by Consultant have been affected by such change properly approved, Consultant's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order in the form of Attachment B, incorporated herein by reference, and executed by both parties.

8 FORCE MAJEURE

Neither party shall be responsible for a delay in its performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes war, terrorism, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party.

9 RIGHTS IN DATA

All right, title and interest in and to the work products provided by Consultant to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Consultant.

10 INSURANCE

10.1 Consultant will furnish to City copies of insurance certificates evidencing that it maintains the following coverage's while performing Services, subject to the terms and conditions of the policies:

TYPE	AMOUNT
Workers Compensation	Statutory
Employers' Liability	$1,000,000 policy limit
Commercial General Liability	$1,000,000
Automobile Liability	$1,000,000
Professional Liability	$1,000,000

10.2 Consultant will furnish City with certificates of insurance verifying the above referenced coverages and stating that the insurance carrier will provide City with thirty days prior written notice of insurance cancellation or reduction below the above listed requirements. A Waiver of Subrogation is required for Workers Compensation. Consultant shall cause City to be listed as an additional insured on the Commercial General Liability and the Automobile Liability insurance.

11 INDEMNITY

The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

12 SUSPENSION

City may, at any time and without cause, suspend the Services of Consultant, or any portion thereof for a period of not more than 90 days by notice in writing to Consultant. Consultant shall resume the Services on receipt from City of a written notice of resumption of the Services. If such suspension causes an increase in Consultant's cost or a delay in the performance of the Services, then an equitable adjustment shall be made to the Compensation and Project Schedule, as appropriate. In the event that the period of suspension exceeds 90 days, the contract time and compensation are subject to renegotiation.

13 TERMINATION

City may terminate all or part of this Agreement for City's convenience by providing 10 days written notice to Consultant. In such event, Consultant will be entitled to Compensation for the Services completely and satisfactorily performed up to the effective date of termination.

14 STANDARD OF PERFORMANCE

CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

15 NOTICE

Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CITY
City of Mobile

PO Box 1827, Mobile, Alabama 36633-1827 or

205 Government Street, 3rd Floor – South Tower, Mobile, Alabama 36604

Attn: Jennifer Greene

CONSULTANT
McCrory and Williams, Inc.

3207 International Dr., Suite G

Mobile, Alabama 36606

Attn: Sean M Estes, P.E.

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

16 SURVIVAL OF CONTRACT TERMINATION

The Articles relating to Indemnification, Data Rights, Confidentiality, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

17 MISCELLANEOUS

17.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Alabama.

17.2 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned by any party, without the prior written consent of the other party.

17.3 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

17.4 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

17.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

17.6 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any

party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

17.7 Venue, Jurisdiction and Process. The parties agree that any suit, claim, or other action or proceeding relating to or arising out of this Agreement or any Task Order, including without limitation for the interpretation, performance, enforcement or breach of this Agreement or any Task Order, shall be instituted only in the Circuit Court for Mobile County, Alabama, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of any state or otherwise in such proceeding.

17.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

17.9 Nondiscrimination. Consultant shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities."

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

17.11 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Consultant and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

17.12 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

17.13 Anti-Boycott. Consultant agrees and represents 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. "

This Agreement entered into as of the day and year first written above.

City of Mobile:

Consultant:
McCrory & Williams, Inc.

William S. Stimpson
Mayor, City of Mobile

By: Sarah Vuncannon

Title: President

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 SARAH VUNCANNON **as** President **of McCrory & Williams, 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 McCrory & Williams, Inc.**
Sworn to and subscribed for me this 8th **day of** October **, 20**21.

Mary Jane Donoghue
NOTARY PUBLIC

MARY JANE DONOGHUE
NOTARY PUBLIC
ALABAMA, STATE AT LARGE

My Commission Expires: 8-05-24

Exhibits and Attachments

Attachment A: Task Order Format

Attachment B: Change Order Format

Attachment C: Task Order #01

Attachment D: Professional Engineering Design Services Proposal

Attachment E: Schedule of Fees

Attachment F: Timeline

Attachment A

TASK ORDER___.

This Task Order is made this the___ day of _____, 20__, by and between The City of Mobile _____ ("City") and _____ ("Consultant") pursuant to the terms and conditions set forth in the Master Services Agreement executed between the parties on the ___ day of _____, 20__, ("Agreement"), which incorporated this Task Order by reference.

1. The Consultant Contract Number for this Task Order is _____. The Consultant Job Number for this Task Order is _____. The Consultant Contract Number and Job Number shall be referenced in each invoice submitted by Consultant to City under this Task Order.

2. The Services to be performed by Consultant under this Task Order are as follows:

_____.

3. The Project Schedule is as follows:

_____.

4. The Compensation to be paid to Consultant for the performance of the Services under this Task Order is set forth in Appendix I (Compensation), attached hereto and incorporated herein by reference.

5. Deliverables to be provided under this Task Order are as follows:

_____.

CITY	CONSULTANT
_____	_____
Signature	Signature
_____	_____
Name (Printed or Typed)	Name (Printed or Typed)
_____	_____
Date	Date

Attachment B

CHANGE ORDER___.

Contract No. _____
Change Order No. _____
Effective Date _____

In accordance with Article 7 of the Master Services Agreement dated _____, 20__ ("Agreement") between the City of Mobile ("City") and _____ ("Consultant"), this Change Order modifies the Agreement as follows:

1. Change in Services:

_____
_____
_____
_____.

2. Change in time of Performance (attach schedule if appropriate):

_____.

3. Change in Consultant's Compensation:

_____.

All other terms and conditions remain unchanged.

CITY	**CONSULTANT**
_____	_____
Signature	Signature
_____	_____
Name (Printed or Typed)	Name (Printed or Typed)
_____	_____

Attachment C

TASK ORDER 01

This Task Order is made this the 19 day of October, 2021, by and between The City of Mobile ("City") and McCrory and Williams, Inc ("Consultant") pursuant to the terms and conditions set forth in the Master Services Agreement executed between the parties on the 19 day of October, 2021, ("Agreement"), which incorporated this Task Order by reference.

1. The Consultant Contract Number for this Task Order is _____. The Consultant Job Number for this Task Order is _____. The Consultant Contract Number and Job Number shall be referenced in each invoice submitted by Consultant to City under this Task Order.

2. The Services to be performed by Consultant under this Task Order are as follows:

See Attachment D.

3. The Project Schedule is as follows:

See Attachment D.

4. The Compensation to be paid to Consultant for the performance of the Services under this Task Order is set forth in Appendix I (Compensation), attached hereto and incorporated herein by reference.

5. Deliverables to be provided under this Task Order are as follows:

See Attachment D.

CITY	**CONSULTANT**
W J Stimpson	Carah Vuncannon
Signature	**Signature**
William S. Stimpson	CARAH VUNCANNON
Name (Printed or Typed)	**Name (Printed or Typed)**
Date	10/08/2021 **Date**

ATTEST: _____ City Clerk

Attachment D
Professional Engineering Design Services Proposal

McCrory Williams
INCORPORATED
Engineers Surveyors

June 30, 2021

Mr. Matthew Jollit, PLA
City of Mobile
205 Government Street
P.O. Box 1827
Mobile, Alabama 36633-1827

RE: 3 Mile Creek Greenway - Trail Segments 1 and 2

Dear Mr. Jollit,

McCrory & Williams, Inc. is pleased to have the opportunity to provide professional engineering & design and administrative services for the 3 Mile Creek Greenway Project.

Our understanding of the scope of work consists of developing construction plans for the trail segments 1 and 2 consisting of a asphalt shared use pedestrian & bicycle 10' wide path with concrete ribbon curb, drainage design, permitting, railroad crossing structure and additional services.

McW would also provide to the City of Mobile; design recommendations and cost estimates, prepare bid documents; provide utility coordination; additional surveying services and CE&I services for the proposed improvements.

The professional engineering design services shall include the preparation of plans/specifications/cost estimate; advertisement and evaluation of bids; and recommendation of three (3) responsible low bidders, as per ALDOT requirements.

Estimated Professional Engineering Design Services and Associated Cost:

Task 1

3MC Greenway - Segment 1 (6336 linear feet)

- Develop Construction Plans and Contract Documents for the 12' wide Greenway Trail

50% submittal – Segment 1	$25,000
75% submittal – Segment 1	$15,000
100% submittal – Segment 1	$ 8,000

- Structural Design of the Railroad Underpass – Segment 1 $18,000
- Coordination with CN Railroad for Approval – Segment 1 $ 2,500
- Corp of Engineers Permit Coordination – Segment 1 $ 2,500

3207 International Dr., Suite G • Mobile, Alabama 36606
Voice (251) 476-4720 • Fax (251) 476-4721
mobile@mcwinc.com

• City of Mobile No-Rise Permit Coordination – Segment 1	$ 2,500
• City of Mobile Permitting Coordination – Segment 1	$ 2,500
• Alabama Department of Conservation and Natural Resources Permit Approval – Segment 1	$ 2,500
• Any Additional Property Surveys – Segment 1	$10,000
• Bid Advertisement, Bid Services and Evaluation of Bids – Segment 1	$ 3,500
Total Task 1	**$92,000**

Task 2

3MC Greenway - Segment 2 (3168 linear feet)

- Develop Construction Plans and Contract Documents for the 12' wide Greenway Trail, pedestrian bridges and street connections at 2 access points

50% submittal – Segment 2	$22,500
75% submittal – Segment 2	$11,500
100% submittal – Segment 2	$ 5,000
• Pedestrian Only Bridge Crossings – Segment 2 (Concrete Pipe Option or Manufactured Bridge Option)	$25,000
• Corp of Engineers Permit Coordination – Segment 2	$ 2,500
• City of Mobile No-Rise Permit Coordination – Segment 2	$ 2,500
• City of Mobile Permitting Coordination – Segment 2	$ 2,500
• Alabama Department of Conservation and Natural Resources Permit Approval – Segment 2	$ 2,500
• Any Additional Property Surveys – Segment 2	$12,500
• Bid Advertisement, Bid Services and Evaluation of Bids – Segment 2	$ 3,500
Total Task 2	**$90,000**

Task 3

CE & I - Segment 1

• Construction, engineering & Inspection Services – Segment 1	**$78,000**

McCrory Williams
INCORPORATED

Task 4

CE & I - Segment 2

- Construction, engineering & Inspection Services – Segment 2 **$60,000**

Task 5

3MC Greenway – Japanese Gardens Enhancements

- Develop Construction Plans and Contract Documents for the parking lot at the trailhead and pedestrian signal crossing at Springhill Avenue

50% submittal – Parking Lot and Pedestrian Signal Design	$17,500
75% submittal – Parking Lot and Pedestrian Signal Design	$12,000
100% submittal – Parking Lot and Pedestrian Signal Design	$ 5,500

- Any Additional Property Surveys – Japanese Gardens $ 5,000

Total Task 5 **$40,000**

Task Number	Task Description	Design Engineering and CE & I Services Fee
1	3MC Greenway – Segment 1	$92,000
2	3MC Greenway – Segment 2	$90,000
3	CE & I – Segment 1	$78,000
4	CE & I – Segment 2	$60,000
5	3MC Greenway – Japanese Garden Enhancements	$40,000
	Total McW Engineering Services Fee	**$360,000**

**This Proposal does not include any cost of geotechnical services deemed necessary. Cost to be provided by others. **

We are confident of our ability to provide quality, cost-effective service. We look forward to the opportunity to again provide service to the City of Mobile. If you have any questions, or need additional information, do not hesitate to contact us at (251) 476-4720.

Yours very truly,

McCRORY & WILLIAMS, INC.

Sean M. Estes, P.E.

Attachment E
Schedule of Fees

McCrory Williams

INCORPORATED

ENGINEERS SURVEYORS

HOURLY RATE SCHEDULE 2021

PRINCIPAL	$140.00 PER HOUR
PROFESSIONAL ENGINEER/PROJECT MANAGER	$125.00 PER HOUR
PROJECT ENGINEER/SENIOR ENGINEER	$120.00 PER HOUR
PROFESSIONAL LAND SURVEYOR	$115.00 PER HOUR
ENGINEER	$105.00 PER HOUR
ENGINEERING INTERN/SENIOR ENGINEERING TECHNICIAN	$ 95.00 PER HOUR
SENIOR CAD TECHNICIAN/EASEMENT TECHNICIAN	$ 85.00 PER HOUR
ENGINEERING TECHNICIAN	$ 80.00 PER HOUR
SENIOR SURVEY TECHNICIAN	$ 80.00 PER HOUR
SURVEY TECHNICIAN/SURVEY CAD TECHNICIAN	$ 70.00 PER HOUR
SENIOR CONSTRUCTION REPRESENTATIVE	$ 80.00 PER HOUR
CONSTRUCTION REPRESENTATIVE	$ 70.00 PER HOUR
SURVEY CREW	
2-MAN CREW	$120.00 PER HOUR
3-MAN CREW	$135.00 PER HOUR
4-MAN CREW	$160.00 PER HOUR
5-MAN CREW	$185.00 PER HOUR
CLERICAL	$ 55.00 PER HOUR

Attachment F
Timeline

McCrory & Williams Inc.
OWNER: CITY OF MOBILE 9/23/21
PROJECT: 3MC GREENWAY - PROJECT SCHEDULE

	MONTH 1		MONTH 2		MONTH 3		MONTH 4		MONTH 5		MONTH 6		MONTH 7		MONTH 8		MONTH 9		MONTH 10		MONTH 11		MONTH 12		MONTH 13		MONTH 14		MONTH 15		MONTH 16		MONTH 17	
TASK 1 3MC GREENWAY - SEGMENT 1	DAYS		DAYS		DAYS		DAYS		DAYS		DAYS		DAYS		DAYS		DAYS		DAYS		DAYS		DAYS		DAYS		DAYS		DAYS		DAYS		DAYS	
CONSTRUCTION PLANS - 50% SUBMITTAL	15	15																														
CONSTRUCTION PLANS - 75% SUBMITTAL						15	15																									
CONSTRUCTION PLANS - 100% SUBMITTAL										15	15																					
STRUCTURAL DESIGN RAILROAD UNDERPASS				15																												
COORDINATION WITH CN RAILROAD								15																								
CORP OF ENGINEERS PERMIT COORDINATION												15																				
CITY OF MOBILE NO-RISE PERMIT COORDINATION													15																			
CITY OF MOBILEPERMITTING COORDINATION														15																		
ADCNR PERMIT APPROVAL															15																	
ANY ADDITIONAL PROPERTY SURVEY									15																							
CONTRACT BID SERVICES																15	15															
TASK 2 3MC GREENWAY - SEGMENT 2																																
CONSTRUCTION PLANS - 50% SUBMITTAL																		15	15													
CONSTRUCTION PLANS - 75% SUBMITTAL																						15	15									
CONSTRUCTION PLANS - 100% SUBMITTAL																									15	15						
DESIGN OF PEDESTRIAN ONLY BRIDGE CROSSINGS																				15	15											
CORP OF ENGINEERS PERMIT COORDINATION																								15								
CITY OF MOBILE NO-RISE PERMIT COORDINATION																											15					
CITY OF MOBILEPERMITTING COORDINATION																													15			
ADCNR PERMIT APPROVAL																														15		
ANY ADDITIONAL PROPERTY SURVEY																									15							
CONTRACT BID SERVICES																															15	15

21-888 2021

RESOLUTION

Sponsored by: Mayor Stimpson
Councilmember Gina Gregory, District 7

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, and Agreement between the City of Mobile and the company listed below, for work as outlined in the agreement attached hereto and made a part hereof as set forth in full, subject to the company aligning the agreement and furnishing the required bonds and insurance. A copy of said agreement is on file in the office of the City Clerk.

Name of Company: McCrory & Williams, Inc.

Project Name: Mobile Greenway Initiative: Three Mile Creek Trail, Segments 1 & 2

Estimated Cost: $360,000.00

Adopted: OCT 19 2021

City Clerk

CAPITAL CHANGE ORDER APPROVAL FORM

AGENDA NOT REQUIRED

NAME OF CONTRACT: _____

_____

PROJECT LOCATION: _____

_____

DEPARTMENT PROJECT NUMBER: _____

CHANGE ORDER #: _____ AMOUNT: _____ DEDUCT ADD

CAPITAL CONTRACT NUMBER: _____

CAPITAL ACCOUNT: _____

VENDOR #: _____ VENDOR NAME: _____

Prepared by: _____ Date: _____

REVIEWED AND APPROVED BY:

AGENDA NOT REQUIRED

JUSTIFICATION FOR CHANGE ORDER

PROJECT:	Threemile Creek Greenway Trail – Design Consultant Tasks: Segment 1/2 (Mapping)
CHANGE ORDER NO:	(1) One
CONTRACTOR:	McCrory Williams, Inc
PROJECT NO:	2021-2045-02
CONTRACT #:	21-888
VENDOR #:	132093

The attached Change Order number One (1) to contract with McCrory Williams, Inc dated October 19, 2021 is required because of the following:

[ ] 1. Unusual and difficult circumstances which arose during the course of the execution of the contraction with could not have been reasonable foreseen.

[ ] 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

[ ] 3. Emergencies arising during the course of the work.

[ ] 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

[ ] 5. See attached memo.

[X] 6. Other: Unanticipated *services related to perceived inconsistencies the FEMA Flood map that would prevent a railroad crossing between Segments 1 and 2 of the Greenway Tail. Thus, incurring the cost of a flood study and re-mapping of the area to present to FEMA for acceptance.*

_____

James A. DeLapp, Exec. Director Public Works

CITY OF MOBILE
Public Works
205 Government Street, 3rd Floor
Mobile, AL 36602

PROJECT: Threemile Creek Greenway Trail – Design Consulting Tasks: Segment 1 and 2

CHANGE ORDER NO: (1) One

ADDRESS: N/A

DATE: December 05, 2022 **PROJECT**

TO CONTRACTOR: McCrory Williams, Inc

NO: 2021-2045-02 **CONTRACT**

ADDRESS: 3207 International Dr, Suite G
Mobile, AL 36606

DATE: October 19, 2021

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

City and the Engineer desire to add additional scope and extend the performance term of the Agreement for an additional one year, and to ratify and adopt all other terms of the agreement as originally agreed upon for the project's contract with McCrory Williams, Inc. The total contract sum will increase from original amount, for Mapping and Consulting Tasks to Segment 1 and 2 of Threemile Creek Greenway Trail (TAP Grant).

THE CONTRACT US CHANGED AS FOLLOWS:

Original Contract Sum:	$360,000.00
Net change by previously authorized change orders:	$0.00
Contract Sum prior to this Change Order:	$360,000.00
Contract Sum will be INCREASED by this Change Order:	$35,720.00
New Contract Sum including this Change Order will be:	$395,720.00
Contract Time will be change by One (1) year. The date of Substantial Completion as of this Change Order therefore is October 31, 2024.	October 31, 2023

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

James A. DeLapp, Exec. Director Public Works

McCrory & Williams, Inc.
Contractor

3207 International Dr. Suite G
Address

William S. Stimpson, Mayor

By (Signature)

12-19-2022
Date

ATTEST:

(Corporate Seal if applicable)

City Clerk

December 05, 2022

To Whom It May Concern:

Attached to this memo is a Change Order between the City of Mobile and McCrory Williams, Inc. to perform a flood study to update the FEMA flood maps along Three Mile Creek for Segments 1 and 2 of the Three Mile Creek Greenway Trail. This agreement will evaluate existing conditions around the railroad crossings and propose an update to provide an accurate floodway delineation, floodplain delineation, and base flood elevations along the project area.

Current contract of Trail Segment 1 and 2 is funded for $360,000.00 through City CIP and the change order to the contract is not to exceed $35,720.00. This is necessary for any future railroad crossing construction.

We look forward to continued communication on this important CIP funded project. Please call either Jennifer Greene with questions at 251-208-7199 or email me at Jennifer.greene@cityofmobile.org or Lance Slater at 251-208-1037 and lance.slater@cityofmobile.org.

Respectfully,



Jennifer Greene
Director, Programs and Project Management
Public Works

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:
Jennifer Greene, Programs & Project Management

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
Attached to this memo is a Contract agreement between the City of Mobile and McElhenney Construction Company, LLC to administer the construction of the Three Mile Creek Greenway Trail – Segment 6N. The McElhenney Construction Company, LLC team was chosen through an Alabama Department of Conservation and Natural Resources (ADCNR) approved, competitive City of Mobile bid process that is aligned with the federal procurement policies, and their team consists of staff from RJ Whisenant, LLC, Bagby & Russell Electric Company, Miracle Landscape Services, Renfroe Striping & Sealcoat, Bailey Bridges, Inc., PermaTrak, and B&B Trucking.
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 biking and walking trail spanning from Dr Martin Luther King Jr Ave. to the Mobile Japanese Garden.

Amount of Contract:
$1,405,086.40

Effective Date of Contract:

4/25/2023

Funding Source

Project # Three Mile Creek Greenway Trail – 6N No. 2022-2045-02 **Discretionary Funds** N/A

Project String N/A **Contract Number:**2022-2045-02

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds $1,405,086.40 **Matching Funds** $138,773

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	4/19/2023
Resolution	Resolution Letter	4/19/2023
Contract	Backup Material	4/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	4/19/2023 - 5:28 PM
Accounting	Christian, Rebecca	Approved	4/20/2023 - 5:02 PM
Legal	Kern, Chris	Approved	4/21/2023 - 10:59 AM
Legal	Kern, Chris	Approved	4/21/2023 - 11:01 AM
Mayors Office	Montgomery, Brandi	Approved	4/21/2023 - 11:06 AM

April 19, 2023

To Whom It May Concern:

Attached to this memo is a Contract agreement between the City of Mobile and McElhenney Construction Company, LLC to administer the construction of the Three Mile Creek Greenway Trail – Segment 6N. The McElhenney Construction Company, LLC team was chosen through an Alabama Department of Conservation and Natural Resources (ADCNR) approved, competitive City of Mobile bid process that is aligned with the federal procurement policies, and their team consists of staff from RJ Whisenant, LLC, Bagby & Russell Electric Company, Miracle Landscape Services, Renfroe Striping & Sealcoat, Bailey Bridges, Inc., PermaTrak, and B&B Trucking.

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We look forward to continued communication on this important funded project. Please call either Jennifer Greene with questions at 251-208-7199 or email at Jennifer.greene@cityofmobile.org or Emma Cochran at 251-208-1084 or email emma.cochran@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

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 the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company:	McElhenney Construction Company, LLC
Project Name:	Three Mile Creek Greenway Trail – 6N COM Project No. 2022-2045-02
Cost:	$1,405,086.40

Adopted:

_____

City Clerk



THREE MILE CREEK GREENWAY TRAIL

PROJECT NO. TAPAA-TA18(923)

CITY OF MOBILE PROJECT NUMBER 2022-2045-02

BID DATE – January 04, 2023

CONTENTS

Advertisement for Bids I

Instructions to Bidders II

Proposal III

Bid Bond IV

Labor and Materials Bond V

Performance Bond VI

Certificate of Contractor's and Subcontractor's Insurance VII

Special Provisions VIII
City of Mobile Special Provisions #1 - #65

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Supplemental Specifications X
Alabama Department of Transportation Standard Specifications for Highway Construction Amendments
FHWA-1273 Federal-Aid Construction Contracts
18-LPA3 – General Provisions for Projects let by LPA (with prequalification)
18-LPA4 – Acceptance for Projects let by LPA
18-WR0049 – Davis-Bacon Wage Rates
18-0090 – Title VI Assurances
18-0091 – Non-Discrimination Statutes and Authorities
18-0097 – Equal Employment Opportunity
18-0487 – Disadvantaged Business Enterprise (DBE)

Technical Specifications XI

Location ..... Attachment A

Contractor's Insurance Certification ..... Attachment B

Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report ..... Attachment C

Certifications, Affidavits, & Project Closeout ..... Attachment D

Sign Details ..... Attachment E

Project Addendums ..... Attachment F

RESTORE Direct Component (Bucket 1)

Construction Contract Attachments ..... Attachment G

ITEM I
ALDOT ADVERTISEMENT FOR BIDS

Sealed proposals (bids) will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, **January 4, 2023** and then publicly opened and read in the County Multi-Purpose Room, 1st Floor, for constructing:

Project No:	TAPAA-TA18(923) / COM 2022-2045-002
Project:	Three Mile Creek: Section 6 North Project
Project Description:	Construction of Trail

Plans and contract documents may be inspected from the City of Mobile Program and Project Management Department or inspected and/or obtained from the City's Design Firm (Dix.Hite+ Partners) upon payment. The deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on December 15, 2022.

A Mandatory Pre-Bid Conference will be held in the County Multi-Purpose Room, 1st Floor, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on December 6, 2022 at 10:00 A.M. (CST) Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.**

An optional site visit will occur immediately following the Pre-Bid Conference.

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

Bidders are advised to carefully and thoroughly review the bid documents for the specific federal provisions that must be met over the course of the Project. The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $50,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

It is not required that a Contractor be licensed in order to submit a bid; however, prior to award of a contract, proper proof of all applicable licensures must be provided by the Contractor. Proof of insurance coverages of the types and amounts as set forth in the project specifications will be required of the Contractor, and any and all subcontractors, prior to beginning work. The Contractor will be required to perform work amounting to at least 50% of the total contract cost with his own organization.

Contractor prequalification is not required to bid on this project; however, the award of the contract will not be made to any bidder who, at the time of the award, is considered by the Alabama Department of Transportation (ALDOT) to be disqualified from bidding, nor to any bidder who is an affiliate of or has a corporate officer, director, or principal owner who is a corporate officer, director, or owner of, another person who is presently disqualified by ALDOT. Further details and definitions regarding this provision are included in Section 102 of the Special Provision 18-LPA3.

The City of Mobile reserves the right to reject any or all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827; "Bid for completion of **THREE MILE CREEK GREENWAY TRAIL**, City of Mobile Project No. **2022-2045-02,** in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES NOVEMBER 13th, 20th AND 27th, 2022.

INVITATION FOR CONSTRUCTION BIDS (Treasury-Specific)

City of Mobile

(Owner/Sub-Recipient)

Separate Sealed Bids for the Construction of (detailed description):

Construction activities include all activities necessary to complete specific trail segment, including actual trail construction, sitework, bridge / pedestrian crossings, lighting, landscaping and trail amenities (water fountains, benches, and signage).

will be received by _____The City of Mobile_____ herein called the "Owner". sealed bids may be submitted at the office of the City Clerk, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama, 36602, until 2:30pm (CST) local time on January 4, 2023, after which time bids will be publicly opened and read aloud.

The PLANS, SPECIFICATIONS and CONTRACT DOCUMENTS may be examined and/or acquired at the following locations:

1. City of Mobile, Department of Program & Project Management, Government Plaza, 2nd Floor, 205 Government Street, Mobile, AL 36633
   (Owner)

2. Dix.Hite+Partners, 1109 22nd Street South, Birmingham, AL 35205
   (Owner's Consulting Engineer's Office)

The BID SCHEDULE may be examined at the following locations:

www.cityofmobile.org/bids/

or

Alabama Department of Economic and Community Affairs
Office of Minority Business Enterprise
401 Adams Avenue
Montgomery, AL 36104

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the United States Department of the Treasury ("Treasury") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act, 33 U. S. C. 1321(t), Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart D, all applicable terms and conditions in 2 C. F. R. Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable. Notwithstanding the above, neither ADCNR nor Treasury, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any contractor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee or servant of ADCNR or Treasury.

Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs.

All bidders must make positive efforts to use small and minority owned business and women business enterprises.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:
Forms furnished or copies thereof shall be used and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY:
The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:
Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:
The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:
Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:
The term Owner as used in this Proposal and its related and included documents shall be understood to mean the City of Mobile, which is Local Public Agency for this Project, except in those cases where it is clear that the term Owner is used in reference to a party other than the LPA.

7. GUARANTY AND INSURANCE:

Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $50,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside **"**Bid for completion of **Three Mile Creek: Section 6 North Project**, City of Mobile Project No. **2022-2045-02,** in the City of Mobile, Alabama**"**.

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the City for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or

complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

It is not required that a Contractor be licensed in order to submit a bid; however, prior to award of a contract, proper proof of all applicable licensures must be provided by the Contractor. Proof of insurance coverages of the types and amounts as set forth in the project specifications will be required of the Contractor, and any and all subcontractors, prior to beginning work. The Contractor will be required to perform work amounting to at least 50% of the total contract cost with his own organization.

Contractor prequalification is not required to bid on this project; however, the award of the contract will not be made to any bidder who, at the time of the award, is considered by the ALDOT to be disqualified from bidding, nor to any bidder who is an affiliate of or has a corporate officer, director, or principal owner who is a corporate officer, director, or owner of, another person who is presently disqualified by ALDOT. Further details and definitions regarding this provision are included in Section 102 of the Special Provision 18-LPA3.

15. ISSUANCE OF PROPOSAL FORMS:

The City reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- **a.** Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- **b.** Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- **c.** Contractor default under previous contracts with the owner.
- **d.** Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- **e.** Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- **f.** Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor,

with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) General: The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL (BID)

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date _____

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the CITY ENGINEER, as well as the premises

Project Name: THREE MILE CREEK SECTION 6 NORTH PROJECT
Project No: TAPAA-TA18(923)
Project Description: Construction of Trail
Major work items include: Multi-Use Paved Trail, Lighting, and Benches

The Bidder further agrees to construct the improvements in 120 working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Program and Project Management Department, P.O. Box 1827, Mobile, Alabama 36633 or 3MCTrail@cityofmobile.org . In order to receive consideration, the request must be received before 12:00 p.m. (CST) on December 15, 2022. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

BID ITEM NO.	2018 ALDOT SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
1	600A000	Mobilization and Demobilization	1	LS	130,255.00	One Hundred Thirty Thousand Two Hundred Fifty Five DOLLARS 00 CENTS	130,255.00
2	201B001	Selective Clearing & Grading (MAWSS trail areas)	1	LS	30,126.00	Thirty Thousand One Hundred Twenty Six	30,126.00
3	210A000	Unclassified Excavation	1,000	CY	32.00	Thirty Two Dollars Zero Cents	32,000.00
4	210D022	Borrow Fill (Truck Bed Measure)	500	CY	32.00	Thirty Two Dollars zero cents	16,000.00
5	301A020	Crushed Aggregate Base Course, Type B, Plant Mixed, 8" Compacted Thickness	3,300	SY	46.00	Forty Six Dollars zero cents	151,800.00
6	405A000	Tack Coat	3,300	SY	1.20	One Dollar & Twenty cents	3,960.00
7	424A360	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Max Aggregate Size Mix, ESAL Range C/D	182	TON	185.00	One Hundred Eighty Five Dollars zero cents	33,670.00
8	424B6551	Superpave Bituminous Concrete Upper Binder Layer, 1" Max Aggregate Size Mix, ESAL Range C/D	363	TON	165.00	One Hundred Sixty Five Dollars zero cents	59,895.00
9	629A007	Concrete Gutter (Type Special)	5,000	LF	30.00	Thirty Dollars zero cents	150,000.00
10	618A000	Concrete Sidewalk, 4" thick	900	SF	25.00	Twenty Five Dollars zero cents	22,500.00
11	623C001	Combination Curb and Gutter, Type L	29	LF	42.00	Forty Two Dollars zero cents	1,218.00
12	710A006	Aluminum Flat Sign Panels (Special) / Includes 2"x2" wide powder coated steel capped post	9	EA	381.00	Three Hundred Eighty One zero cents	3,429.00
13	701A012	Solid Yellow, Class A Traffic Stripe	2,447	LF	4.00	Four Dollars zero cents	9,788.00
14	787A000	Irrigation	1	LS	145,200.00	One Hundred Forty Five Thousand Two Hundred dollars zero cents	145,200.00
15	999X1	Tributary Crossing Bridge (60 LF)	1	EA	192,779.00	One Hundred Ninety Two Thousand Seven Hundred Seventy Nine Dollars zero cents	192,779.00
		Planting - Trees					
16	SP-1	Planting - Live Oak (seedling) 3.5" cal.	16	EA	877.00	Eight Hundred Seventy Seven Zero Cents	14,032.00
17	SP-2	Planting - Cabbage Palmetto, 14' clear trunk, 15" dia trunk, min. 5-7 fronds	6	EA	604.00	Six Hundred Four Dollars Zero Cents	3,624.00
18	SP-3	Planting - Bald Cypress, 3.5" cal	6	EA	755.00	Seven Hundred Fifty Five zero cents	4,530.00
		Planting - Shrubs					
19	SP-4	Planting - American Beautyberry (3 gal)	6	EA	51.00	Fifty One dollars zero cents	306.00
20	SP-5	Planting - Pink Muhly (3 gal)	38	EA	51.00	Fifty One Dollars zero cents	1,938.00
21	SP-6	Planting - Yew Pine (15 gal)	6	EA	175.00	One Hundred Seventy Five & zero cents	1,050.00
		Planting - Ground Covers					
22	SP-7	Planting - Native Seed Mix	23,834	SF	0.25	Zero Dollars Twenty Five cents	5,958.50
23	SP-8	Planting - Shredded Pine Bark Mulch	1,372	SF	3.00	Three Dollars zero cents	4,116.00
24	SP-9	Planting - Sod (Bermuda Grass)	23,405	SF	0.90	Zero Dollars Ninety Cents	21,064.50
25	SP-10	Furniture - Bench	5	EA	3,900.00	Three Thousand Nine Hundred zero cents	19,500.00
26	SP-11	Furniture - Backless Bench	1	EA	3,300.00	Three Thousand Three Hundred zero cents	3,300.00
27	SP-12	Furniture - Waste	5	EA	4,000.00	Four Thousand & zero cents	20,000.00
28	SP-13	Furniture - Bottle Filling Station (Turn-key item)	1	EA	14,350.00	Fourteen Thousand Three Hundred Fifty and zero cents	14,350.00
29	SP-14	Silt Fence	9,439	LF	4.60	Four dollars and Sixty cents	43,419.40
30	SP-15	Construction Exit Pad	5	EA	4,400.00	Four thousand Four Hundred dollars and zero cents	22,000.00
31	SP-16	Construction Washout	5	EA	2,700.00	Two Thousand seven Hundred dollars and zero cents	13,500.00
32	SP-17	Inlet Protection	6	EA	806.00	Eight Hundred Six dollars Two thousand 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	2060003	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'-6")

FURNISHED AND INSTALLED BY CONTRACTOR
HILTI HY-200 EPOXY ADHESIVE (CLIP ANGLE ANCHORING SYSTEM CONNECTION)
RAILING AND CONNECTION HARDWARE (SHOP DRAWING REQUIRED)
SHIMS 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 CP3546 (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 #6,906,084 #6,302,362 #6,622,325 #6,836,586 #6,094,875

NO.	DATE	DESCRIPTION	BY
6			
5			
4			
3			
2			
1			

PREPARED FOR:
CITY OF MOBILE

FOR CONSTRUCTION

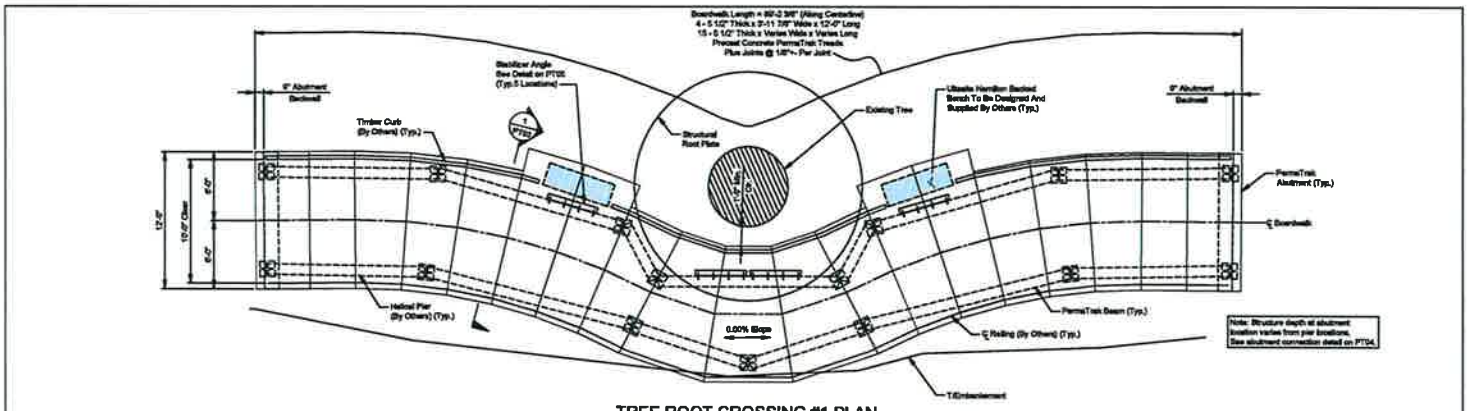
PermaTrak
The Concrete Boardwalk Company
www.permatrak.com TEL: 877-332-7662

OFFICE LOCATIONS
FLORIDA
TEXAS
LOUISIANA
NORTH CAROLINA
OHIO

PROJECT TITLE:
THREE MILE CREEK GREENWAY
MOBILE, ALABAMA

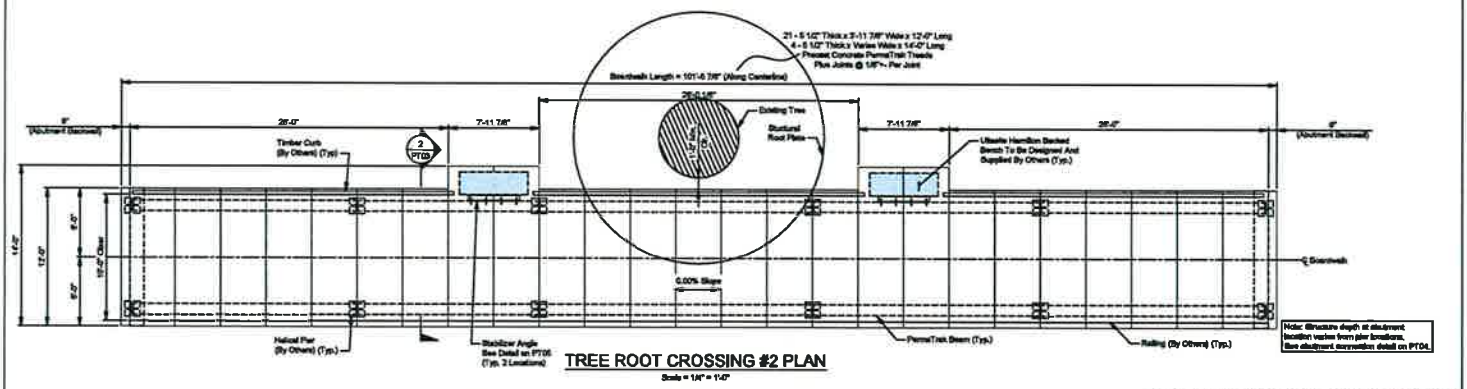
JOB NUMBER:	2018-1128
DATE:	11/02/2020
DESIGNED BY:	KAS
DRAWN BY:	MDH
CHECKED BY:	RPU
SHEET NO.	PT01

1.0.74.06.02.19:03.56.



TREE ROOT CROSSING #1 PLAN

Scale = 1/4" = 1'-0"



TREE ROOT CROSSING #2 PLAN

Scale = 1/4" = 1'-0"

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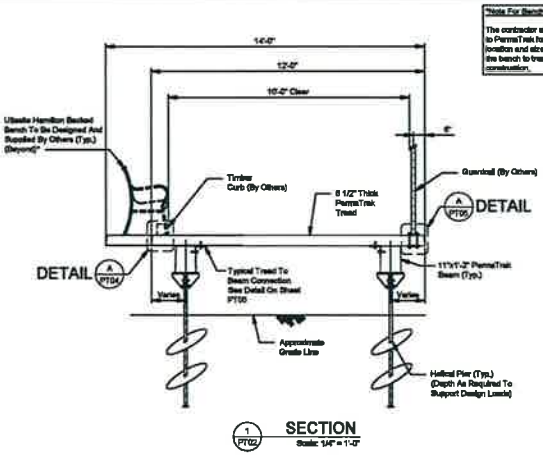
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www.permatrak.com TEL: 877-332-7862

OFFICE LOCATIONS
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OHIO

PROJECT TITLE:

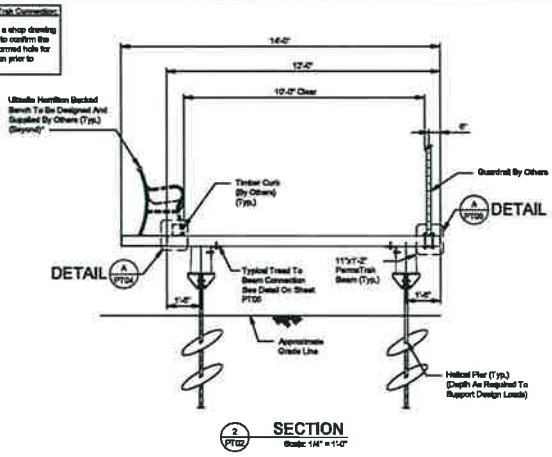
THREE MILE CREEK GREENWAY
MOBILE, ALABAMA

JOB NUMBER:	2019-1128
DATE:	11/02/2020
DESIGNED BY:	KAS
DRAWN BY:	MDH
CHECKED BY:	RPJ
SHEET NO.	PT02



1 PT02 **SECTION**

Scale: 1/4" = 1'-0"

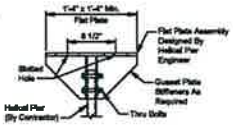


2 PT02 **SECTION**

Scale: 1/4" = 1'-0"

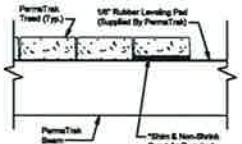
Helical Pier Notes:

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

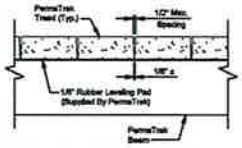
Scale: Not To Scale



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

Patented Product: U.S. Patent #5,930,964 #6,301,842 #6,622,326 #6,836,586 #6,098,975

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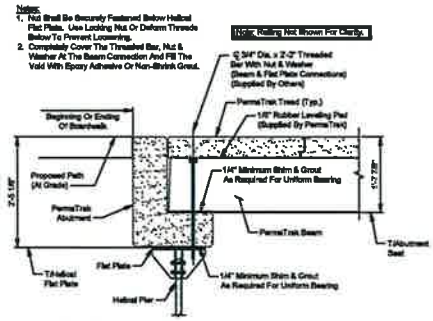
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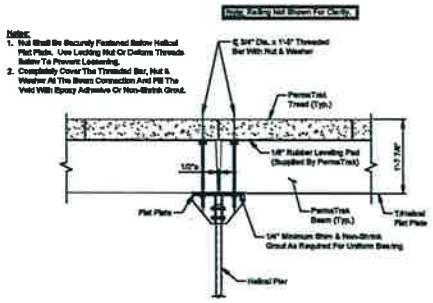
PROJECT TITLE:

THREE MILE CREEK GREENWAY
MOBILE, ALABAMA

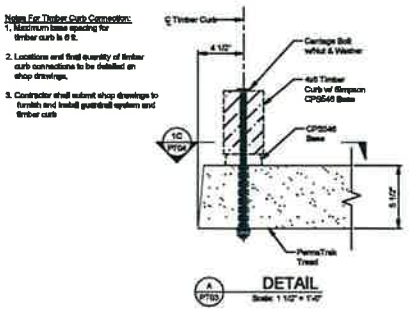
JOB NUMBER:	2018-1128
DATE:	11/02/2020
DESIGNED BY:	KAS
DRAWN BY:	MDH
CHECKED BY:	RPU
SHEET NO.	PT03

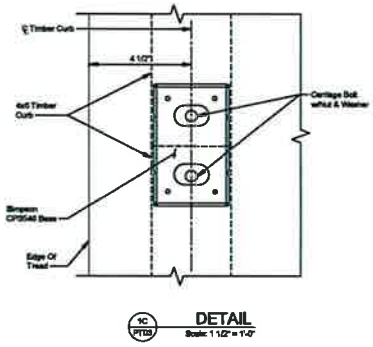


TREE ROOT CROSSING
PRECAST ABUTMENT w/HELICAL PIER DETAIL
Scale: 1" = 1'-0"



TREE ROOT CROSSING
TYPICAL PIER CONNECTION DETAIL
Scale: 1" = 1'-0"





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Patented Product: U.S. Patent #6,308,094 #6,301,342 #6,522,505 #6,836,586 #6,094,875

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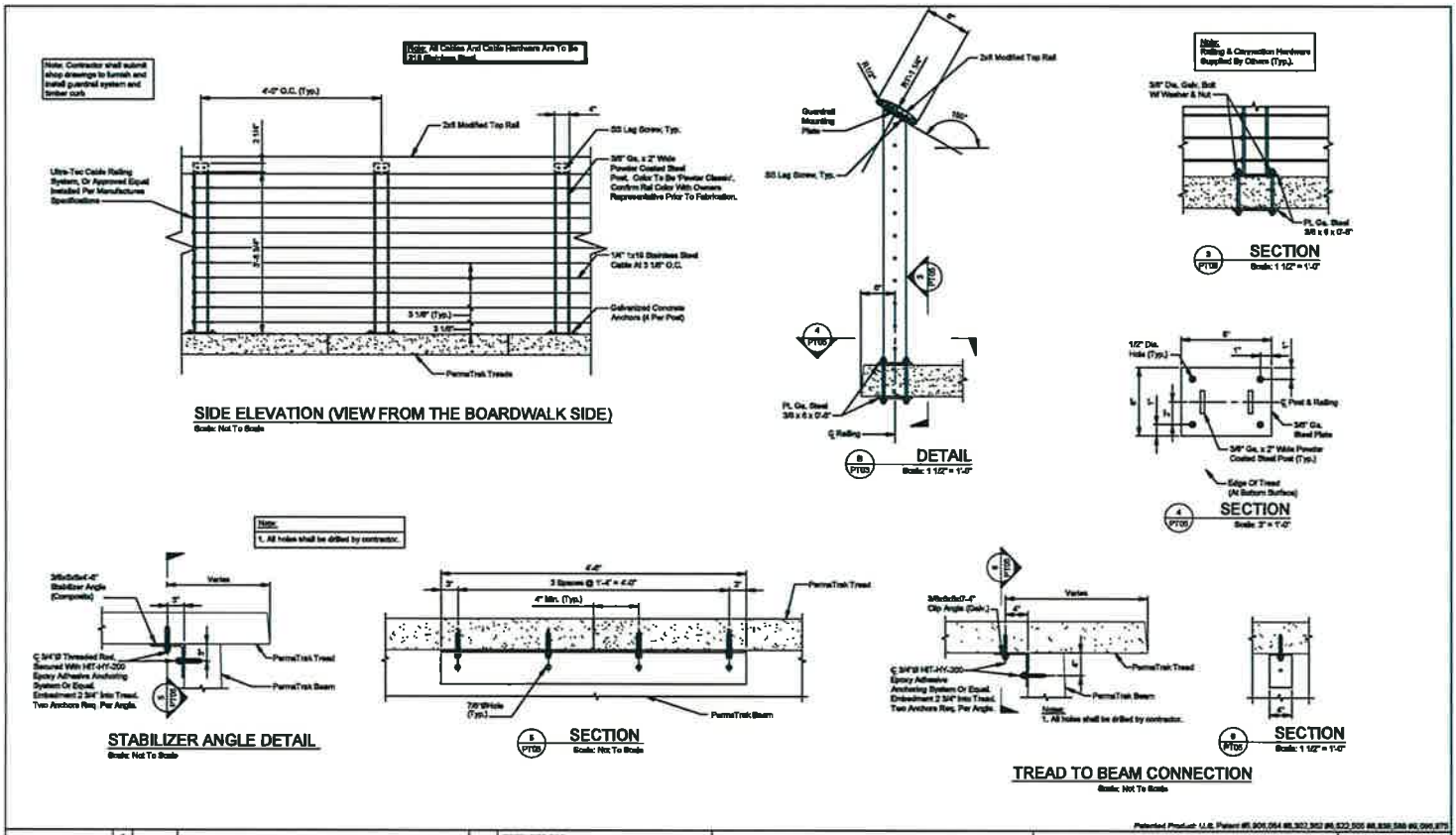
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PROJECT TITLE:
THREE MILE CREEK GREENWAY
MOBILE, ALABAMA

JOB NUMBER:	2019-1129
DATE:	11/8/2020
DESIGNED BY:	KAS
DRAWN BY:	MDH
CHECKED BY:	RPU
SHEET NO.	PT04



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PROJECT TITLE:

THREE MILE CREEK GREENWAY
MOBILE, ALABAMA

JOB NUMBER:	2018-1128
DATE:	11/02/2020
DESIGNED BY:	KAS
DRAWN BY:	MDH
CHECKED BY:	RPU
SHEET NO.	PT05

HELICAL PIER/ANCHOR NOTES — V2.2 LAST MODIFIED MAY. 2020

1. Design and Performance Requirements

A. Helical piers shall be designed to support the specified compression and lateral load(s) as shown on the project plans. The overall length, helix configuration and minimum effective torsional resistance of a helical pier shall be such that the required geotechnical capacity is developed by the helix plate(s) in an appropriate bearing stratum(s).

B. All steel structure pier components shall be designed within the limits provided by the American Institute of Steel Construction (AISC), Either Allowable Stress Design (ASD) or Load and Resistance Factor Design (LRFD) are acceptable methods of analysis.

C. Except where noted otherwise on the project plans, all piers shall be installed to provide a minimum factor of safety against ultimate compression resistance of 2.0, a maximum axial deflection at design compression load of 0.5 inches, and must satisfy the deflection criteria as noted on the plans or drawings.

D. Except where noted otherwise on the project plans, each pier shall be designed to meet a minimum service life of 50 years.

E. The undersigned design shall take into account earth pier spacing, soil classification, corrosion and strain compatibility known as are present for the project.

2. Qualifications of Installing Contractor and Designer

The installing contractor and pier designer shall submit to the owner or owner's representative a proposal including the following documentation. Work shall not begin until all the submittals have been received and approved by the owner. All costs associated with incomplete or unacceptable submittals shall be the responsibility of the installing contractor.

A. Evidence of installing contractor's competency in installation of helical piers shall be provided to the owner's satisfaction and may include any or all of the following:

1. Pier manufacturer's certificate of competency in installation of helical piers, or
2. A list of at least three projects completed within the previous three years wherein the installing contractor installed helical piers similar to those shown in the project plans, such list to include names and phone numbers of those project owner's representatives who can verify the installing contractor's participation in those projects, or
3. A letter from the pier manufacturer, distributor or manufacturer's representative expressing ability and intent to provide on-site supervision of the pier installation.

B. A listing of all safety violations logged against the installing contractor within the previous three years and the current status or final resolution thereof. Description of safety improvements instituted within the previous three years may also be submitted, at the installing contractor's discretion.

C. Evidence of pier designer's competence in the design of helical piers shall be provided to the owner's satisfaction and shall include all of the following:

1. Registration as a professional engineer or corporation 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 drawing submittal including, at minimum, the helical plate and spacing 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 nominal loads
7. Individual anchorage pre-tensioning requirements (if any)
8. Manufacturer's published allowable system capacities for the pier assemblies, including load transfer devices
9. Calculated theoretical geotechnical capacity of piers
10. Minimum effective torsional resistance criteria
11. Maximum allowable installation torque of pier
12. Minimum embedment lengths and other site-specific embedment depth requirements that may be appropriate for the site soil profiles
13. Inclination 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 inclination angle, shown on the project plans.

B. When pier placement is not shown on the project plans, the placement, alignment and their respective tolerances shall be included as part of the design submittal.

5. Pier Installation

A. Helical pier installation shall only begin after review and approval of the submitted testing data.

B. Before entering the construction site to begin work, the installing contractor shall provide proof of insurance coverage as stated in the general specifications and/or contract.

C. Installing contractor shall furnish and install all helical piers per the project plans and approved anchorage design documentation. In the event of conflict between the project plans and the approved anchorage design documentation, the installing contractor shall not begin construction on any affected items 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 everyday 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 (i) 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 (ii) 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. Crippled 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 pile must be re-tested, or
3. If approved by the owner's representative, de-rate the load capacity of the helical pier and install additional piers. Additional piers must be installed at positions that are at least three times the diameter of the largest helix away from any other pier locations and are approved by the owner's representative. Piers installed in cohesive soils shall not be spaced closer than four helix diameters.

E. Proof testing to qualify a pier under any of the foregoing remedial actions shall not be used to satisfy proof testing frequency requirements shown in the project plans or the design documentation. If a helical pier fails a production quality control criterion for any other reason, any proposed remedy must be approved by the owner's representative prior to initiating its implementation at the project site.

7. Installation Record Submittals

A. The installing contractor shall provide the owner, or his authorized representative, copies of individual helical pier installation records within 24 hours after each installation is completed. Formal 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. Surveyed
5. Total length of installed pier
6. Actual inclination of the pier
7. Actual effective torsional resistance
8. Calculated geotechnical capacity based on actual torsional 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 versions 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, no initial axial setting force of 5,000 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 constant 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 load period, the maximum pile head displacement shall be recorded. The test shall be deemed successful provided helical pier and helical pile maximum pile head 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. Added 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 noted 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 raw 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, excavate fluids, debris, or other items belonging to the installing contractor or used under the installing contractor's direction.

Patented ProductL U.S. Patent #5,906,084 #6,303,362 #6,520,505 #6,839,089 #6,896,875

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NORTH CAROLINA
OHIO

PROJECT TITLE:

THREE MILE CREEK GREENWAY
MOBILE, ALABAMA

JOB NUMBER:	2018-1139
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
Ft: 877-833-7862
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. Connection for curbs (if applicable) to trends shall not be visible to boardwalk users while viewed from the top of the walkway.

K. All trend-to-beam connectors shall be non-corrosive, and hidden from view. Metallic trend-to-beam connectors are not acceptable for this project.

L. Boardwalk supplier shall provide a field representative on site for a minimum of 2 days. Field representative shall be knowledgeable in the installation of precast concrete boardwalks.

1.3 QUALITY ASSURANCE

A. The contractor performing the installation of the pile foundations shall have installed piles of size and length similar to those shown on the plans for a minimum of three (3) years prior to the bid date for this project. The contractor shall submit a list containing at least three (3) projects completed in the last three (3) years on which the contractor has installed piles of a size and length similar to those shown on the plans. The list of projects shall contain names and phone numbers of owner's representatives who can verify the Contractor's participation on these projects.

B. Manufacturer Qualifications: Not less than 10 years experience in the actual production of precast products as described below

1. Components shall be factory fabricated and engineered by single entity. This entity shall be registered to do business in the State of the project location.
2. Boardwalk supplier (Precaster) for the boardwalk shall have in-house color mixing facilities for color pigmentation.
3. Boardwalk supplier (Precaster) shall have either a minimum experience of 5 years or 50 boardwalk projects in design, production, and field installation.
4. Boardwalk supplier (Precaster) must be certified by PCI or NPCA.
5. Precast components must be manufactured with the use of hot rolled steel skin in reinforced steel forms. Temporary (i.e., Timber) and/or single use forms are unacceptable unless approved in writing by the Boardwalk Engineer.

C. Acceptability Criteria for Trends and Curbs (if applicable): The finished visible (in the final installed position) surface shall have no obvious imperfections other than minimal color or texture variations from the approved samples or evidence of repairs when viewed in good typical daylight illumination with the unaided naked eye at a 20 ft. viewing distance. Appearance of the surface shall not be evaluated when light is illuminating the surface from an oblique angle as it tends to accentuate the minor surface irregularities. The following is a list of finish defects that shall be properly repaired, if obvious when viewed at a 20 ft. distance. Patching (by a trained skilled concrete repair person) is an acceptable repair method.

1. Ragged or irregular surfaces.
2. Excessive air voids (commonly called bug holes) larger than ¼ in. evident on the top surface of the trend or curbs (if applicable).
3. Adjacent flat and return surfaces with greater texture and/or color differences than the approved samples or mockups.
4. Casting and/or aggregate segregation lines evident from different concrete placement lifts and consolidation.
5. Visible mold joints or irregular surfaces.
6. Rust stains on exposed surfaces.
7. Units with excessive variations in texture and/or color from the approved samples, within the unit or compared with adjacent units.
8. Blocking stains evident on exposed surfaces.
9. Areas of backup concrete bleeding through the facing concrete.
10. Foreign material embedded in the surface.
11. Visible repairs at a 20 ft. viewing distance.
12. Reinforcement shadow lines.
13. Cracks visible at a 20 ft. viewings distance.

D. Install or Qualifications: Firm with 3 years experience in installation of systems similar in complexity to those required for this Project.

E. Mock-Up: Provide, if required by Architect/ Engineer, a mock-up for evaluation of the boardwalk showing the surface preparation techniques and application workmanship.

1. Finish areas designated by Architect / Engineer.
2. Do not proceed with remaining work until mock-up is accepted by Architect / Engineer.
3. Refinish mock-up area as required to produce acceptable work.

1.4 DESIGN

A. For applications requiring minimum disturbance due to tree roots or other existing objects specified by the Owner to be avoided during construction, the Boardwalk Manufacturer requires the Contractor or Engineer/Architect to provide a survey of the proposed boardwalk location identifying items of interest including tree roots that cannot be disturbed per the Owner.

B. The designer of the boardwalk, foundation and railing system shall be a qualified registered Professional Engineer licensed in the State of the project location and having a minimum of 20 years of experience in the design of concrete structures, foundation and railing systems.

C. The foundation design shown on the boardwalk drawings are based recommendations found in the geotechnical report entitled referenced on FT01 (if applicable).

D. DESIGN CRITERIA: The design of the boardwalk and railing system shall comply with the following guidelines:

1. AASHTO LRFD Guide Specifications for The Design of Pedestrian Bridges, 2nd Edition with 2015 Interim Revisions.
2. Latest Version of AASHTO LRFD Bridge Design Specifications for Highway Bridges.
3. Latest Version of American Concrete Institute - Building Code and Commentary
4. In addition to the dead loads of the system, the structure shall be designed for the live loads defined in Section 1.2 G above.

1.5 SUBMISSIONS: Prior to the start of fabrication or construction, the Contractor shall submit to the Engineer a design package, which shall include, but is not limited to, the following:

A. FOR APPROVAL SUBMISSION: Prior to the start of fabrication or construction, the Contractor shall submit to the Engineer a design package, which shall include but not limited to the following:

1. DETAILED PLANS:
   a. PLAN VIEW: Full plan view of the boardwalk, foundation and railing system drawn to scale. The plan view must reflect the proposed horizontal alignment as shown on the design plans.
   b. PARTIAL ELEVATION VIEW (IF REQUESTED): Full elevation view of the boardwalk, railing and foundation system drawn to scale which reflect the actual vertical alignment. Elevation views shall indicate the elevation at the top and bottom of the boardwalk and foundation system components.
   c. DETAILS: Details of all boardwalk and railing system components and their connections such as the length, size and where changes occur, connections, etc.
   d. CODE REFERENCE: Design parameters used along with AASHTO references.
2. CONSTRUCTION SPECIFICATIONS:
   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: 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 compound 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 #8,806,694 #8,303,343 #8,622,606 #8,836,588 #8,094,675

©2014 by PermaTrak® this drawing contains information that is proprietary to and property of PermaTrak® and shall be kept confidential. No duplication or distribution of this drawing may be made without the express written consent of PermaTrak® except for the limited purposes set forth in the contract between PermaTrak® and party for whom this drawing was made.

NO.	DATE	DESCRIPTION	BY:
6			
5			
4			
3			
2			
1			

PREPARED FOR:

CITY OF MOBILE

FOR CONSTRUCTION

PermaTrak®
The Concrete Boardwalk Company
www.permatrak.com TEL: 877-333-7862

OFFICE LOCATIONS
FLORIDA
TEXAS
LOUISIANA
NORTH CAROLINA
OHIO

PROJECT TITLE:

THREE MILE CREEK GREENWAY
MOBILE, ALABAMA

JOB NUMBER:	2018-1139
DATE:	11/02/2020
DESIGNED BY:	KAB
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."

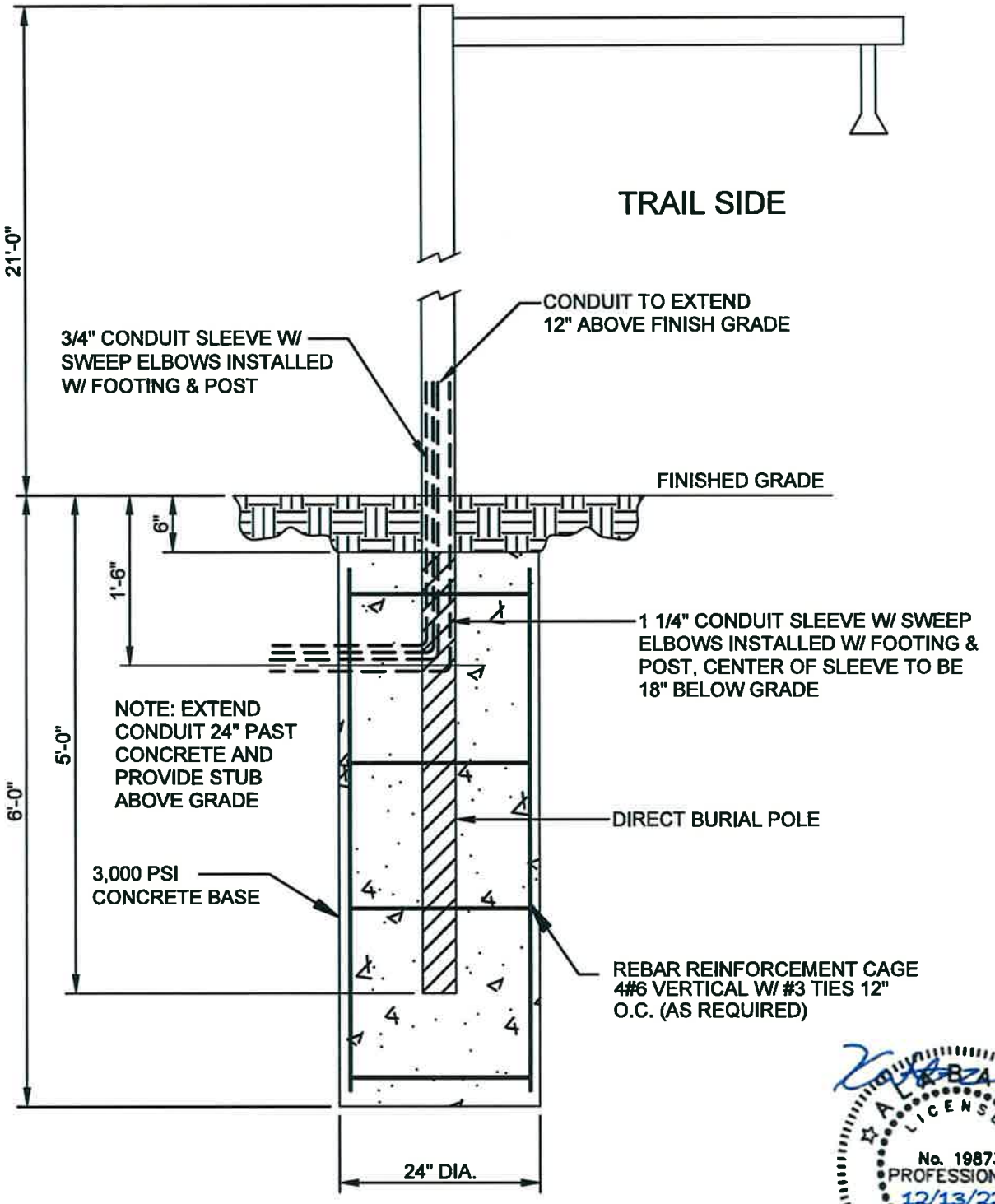
8. Section 26 2213 Low-Voltage Distribution Transformer
   3.4 B shall be deleted

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



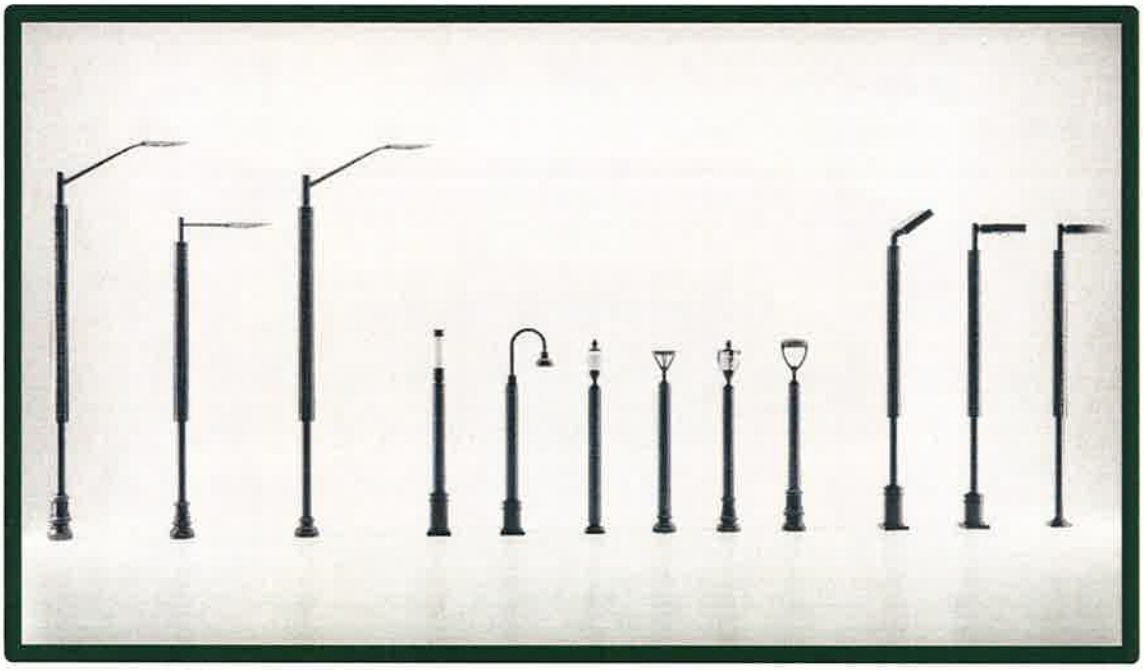
TYPICAL LIGHT POLE DETAIL

3/4" = 1'-0"

ALABAMA LICENSED No. 19873 PROFESSIONAL 12/13/22 ENGINEER KEITH L OWENS

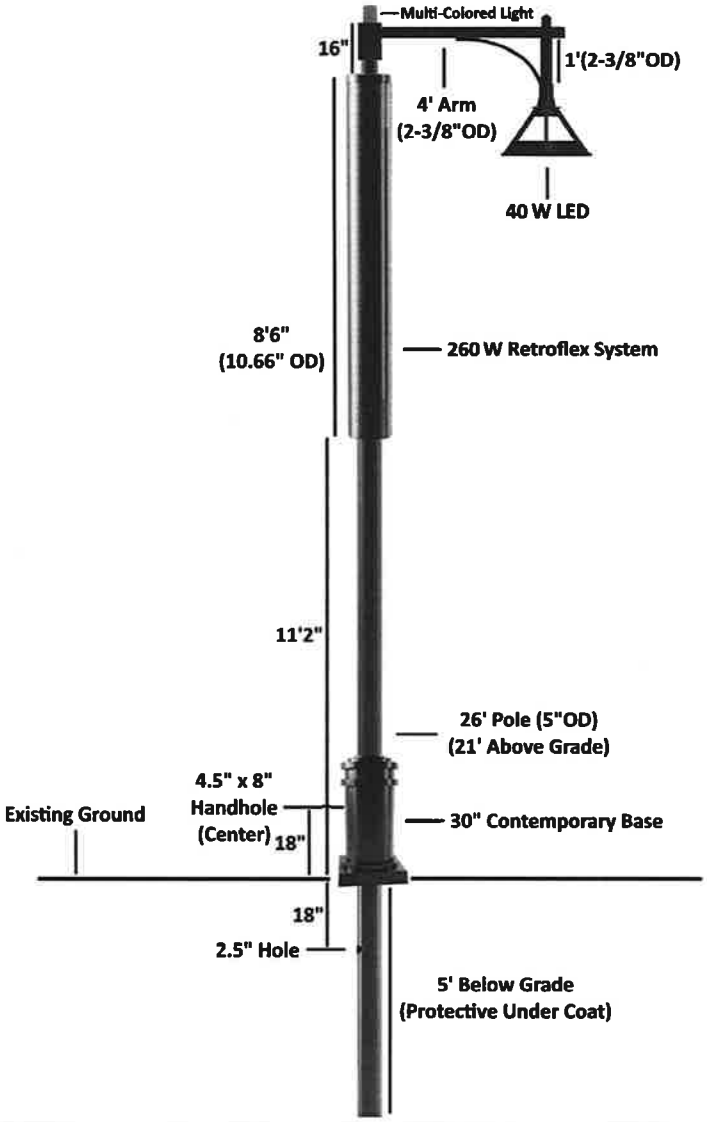
ClearWorld
Lighting the Way in Solar LED Technology

CLEARWORLD PRODUCT SPECIFICATION



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RW260 RETROFLEX SYSTEM

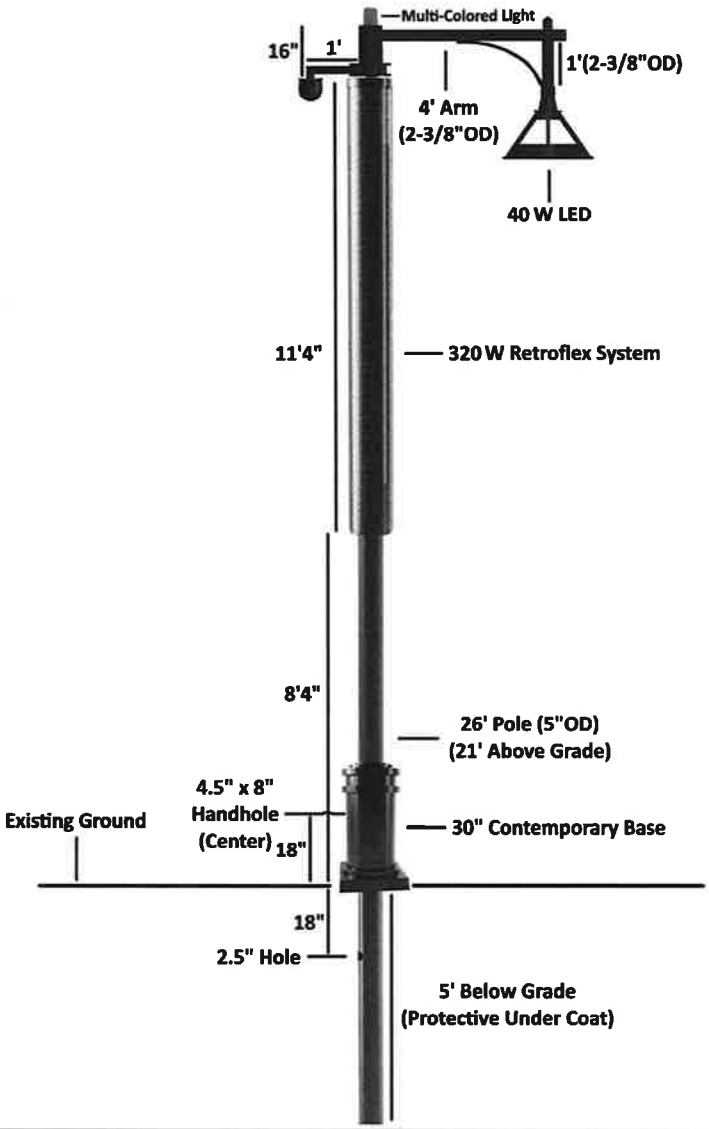


COMPONENT SPECIFICATIONS RW2602460

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

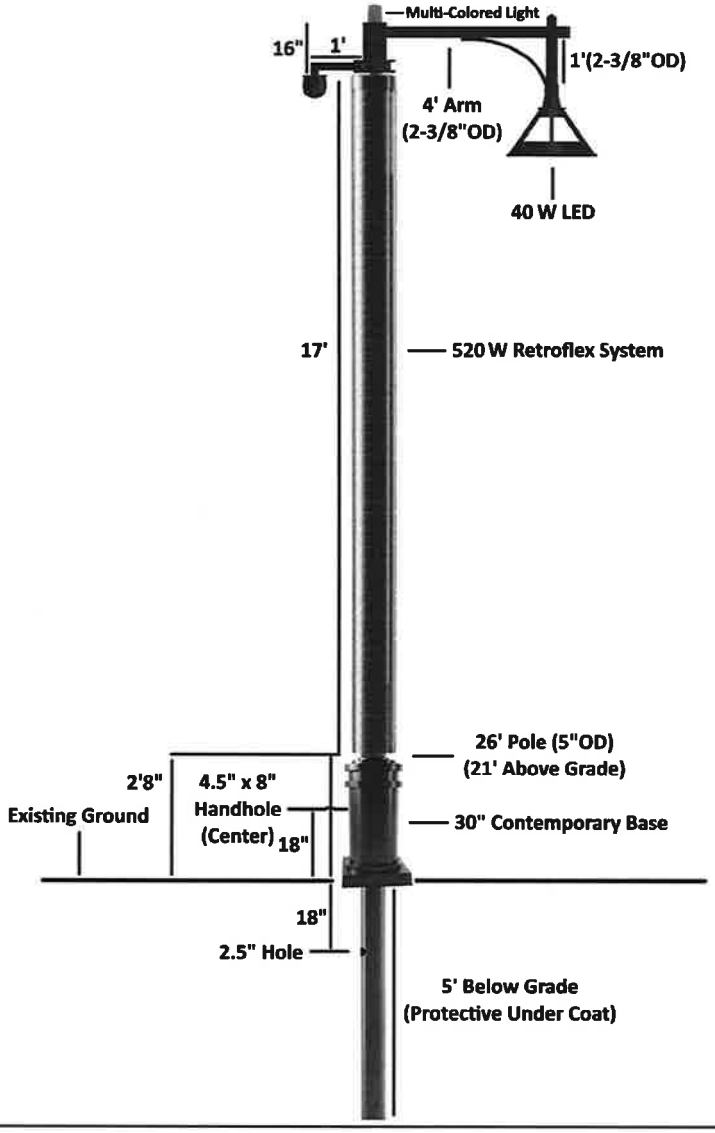


COMPONENT SPECIFICATIONS RW3202475

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	205-467 175	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

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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer

may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time

of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form

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I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

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B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

ARTICLE IV

SERVICE PROVISIONS

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SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity

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regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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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
(Signature)

ITS: Witness
(Title)

Corporate Seal

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we McElhenney Construction Company, LLC
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of One Million, Four Hundred Five Thousand, Eighty Six and 40/100 dollars ($ 1,405,086.40), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20__, entered into a Contract with the Owner for Three Mile Creek, Section 6 North Project City of Mobile Project No. 2022-2045-02 which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this 14th day of April 20 23.

Individual Principals sign here

_____(SEAL)

_____(SEAL)

In the presence of: _____(SEAL)

_____

_____

McElhenney Construction Company, LLC
(Corporate Name)

BY: _____
(Signature)

ITS: President
(Title)

ATTEST:

_____
(Signature)

ITS: P.M.

Western Surety Company
(Surety sign here)(Corporate name)

BY: _____
(Signature) Billie Jo Sanders

ITS: Witness
(Title)

ATTEST:

Connie Smith
(Signature) Connie Smith

ITS: Witness
(Title)

Corporate Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Paul B Scott Jr., David J Durden, Renee Ellis, Milton A Kopf III, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 19th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of ,

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

ITEM VII
INSURANCE

Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

   b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

   c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

   a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

   b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

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

3. Automobile Liability Insurance:

   a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

   a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

   b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

MCELCON-01 AFOSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Abby Foster
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350 E-MAIL ADDRESS: afoster@turnerfirst.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Co.	16535
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 CLAIMS-MADE X OCCUR X X,C,U Included X Contractual Liab Inc GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	X	X	GLO3538202-00	7/1/2022	7/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL Aggregate	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BAP3538203-00	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	WCCN-CEL-0001796-01	7/1/2022	7/1/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC3538201-00	7/1/2022	7/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Leased/Rented 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 and the following substituted in lieu thereof:

(b) DISQUALIFICATION.

ALDOT will have the right to disqualify a prospective bidder and prohibit the issuance of a proposal and/or award of a contract to that bidder, the LPA will have the right to refuse to award a contract to a bidder (even if a proposal form was issued to the bidder), and ALDOT and the LPA may each elect to consider a contractor to be disqualified from bidding on this or any

future contracts with their respective agencies, for any of the following reasons related to this or any other projects with ALDOT or this LPA:

102.03 Contents of Proposal Form.

This Article shall be amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) ADDENDA.

Minor changes, corrections, additions, and deletions to the proposal package may be put into effect by the LPA, in the form of Addenda. Prospective bidders to whom bid documents have been distributed prior to the release of respective Addenda will be notified of the Addenda by documented hand-delivery, certified or express type mail, facsimile, telegram, or other electronic media. Bidders shall acknowledge receipt of all Addenda, in writing, in the space so designated in the proposal.

102.06 Preparation of Proposal.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) PROPOSAL FORM.

The bidder's proposal must be submitted on the complete original proposal form furnished him by the LPA. Proposal forms are numbered serially and are not transferable. Unless otherwise provided in the proposal, joint venturers may submit a proposal for a joint venture of qualified bidders on a proposal form issued to one of them, provided each venturer has taken out a proposal and provided the proposal is signed by each co-venturer.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) DETAILS.

On the "CONTRACT SCHEDULE" included in the proposal form the bidder shall enter in figures a unit price and the extended amount bid (unit price X quantity) in the appropriate column for each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown. In all prices and amounts entered on the proposal form, the respective figures for dollars and cents shall be clearly separated by a single decimal. If the bidder desires to bid a fraction of a cent for the unit price, he can do so by entering up to four figures to the right of a decimal. On "lump sum" items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item "free", then he shall enter "0.00" in the unit price column (if applicable) and "0.00" in the amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form.

Except as provided for in the following paragraph, where the "CONTRACT SCHEDULE" included in the proposal form lists alternate designs or packages (designated as "Alternates"), the bidder shall enter prices on Alternate-related items only for the Alternate which will be most economical for him to construct. All items not designated for a specific Alternate are common items for all Alternates. The bidder shall enter prices for all such common items, as well as for any items relating to the specific Alternate being bid. In the event that the bidder enters prices

for more than one of the listed Alternates (except as provided for in the paragraph below), then the bid shall be considered to be based upon the lowest-priced Alternate.

If the CONTRACT SCHEDULE lists any Alternates as “Cumulative Alternates”, then each Cumulative Alternate represents items which the owner may choose to include in the contract in addition to the items included in the “Base Bid”. Prior to the award of the contract, the selection of any Cumulative Alternates to be included in the contract will be made by the LPA. The selection of Cumulative Alternates (or “Base Bid” with no Cumulative Alternates) will be made cumulatively in the order that they appear on the proposal form, from Base Bid to last Cumulative Alternate, skipping no Cumulative Alternates between the Base Bid and the last chosen Cumulative Alternate. The bidder shall enter prices on ALL Cumulative Alternates. Cumulative Alternates must be bid as a positive or zero (“$0.00”) amount. No deductive Cumulative Alternates will be considered. If a negative amount is entered for a Cumulative Alternate, it will be considered as a zero additive. The low bidder and contract amount will be determined based upon the total amount bid for the Base Bid plus the additive amounts bid for any selected Cumulative Alternates.

If any item on the proposal form permits a choice between alternate specified types of materials, the bidder shall indicate by a check mark the type of material he proposes to use. If more than one type or none is checked, then the owner will make the selection. Permitted choices between alternate types of materials represent an option made available to the bidder for his convenience and economy in bidding a required item, and are not to be confused with formally designated "Alternates" or “Cumulative Alternates”, as discussed in the preceding two paragraphs.

All figures shall be legibly shown in ink or typed. Any interlineation, erasure, or other alteration of a figure shall be initialed by the signer of the proposal. The LPA will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price.

A pay item may be shown with a maximum allowable amount for the bid. The bidder shall enter an amount for the bid that is equal or less than the maximum allowable amount. If the bid entered is greater than the maximum allowable amount, the LPA will adjust the bid price to the maximum allowable amount for that item and recalculate the total bid amount.

A pay item may be shown with a minimum required amount for the bid. The bidder shall enter an amount for the bid that is equal to or greater than the minimum required amount. If the bid entered is less than the minimum required amount, the LPA will adjust the bid price to the minimum required amount for that item and recalculate the total bid amount.

This Article shall be further amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(c) SIGNING.

The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation, or by an agent of the Contractor legally qualified and acceptable to the LPA. If the proposal is made by an individual, his name and business address must be shown; by a partnership, the name and business address of each partnership member must be shown; as a joint venture, the name and business address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown.

The proposal bid bond, if bid bond is tendered, shall be properly signed by the bidder and the surety.

This Article shall be further amended by deleting Subarticle (e), COMPUTER BIDDING, in its entirety.

102.07 Irregular Proposals.

This Article shall be amended by deleting the Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

Proposals will be considered irregular and may be rejected if they contain any omissions, alteration of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an Alternate, the Alternate being bid by the Contractor, or on a Cumulative Alternate), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Proposals may be rejected at any time prior to the execution of the contract by the LPA.

Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project. Evidence that any bidder is interested, as a principal, in more than one proposal for work contemplated (for example bidding in a partnership, as a joint partnership or association, and as a partnership, association, or individuals) will cause the rejection of any such proposal. A bidder, however, may submit a proposal as a principal and as a Subcontractor to some other principal, or may submit a proposal as a Subcontractor to as many other principals as he desires, and by doing so will not be liable to disqualification in the intent of these Specifications.

102.08 Combination Bids.

This Article shall be amended by deleting Item 6 under Subarticle (a) as written and the following substituted in lieu thereof:

(a) COMBINATION BIDDING.

6. SUBMITTAL OF WRITTEN STATEMENT OF NOTIFICATION OF COMBINATION BID.

The bidder shall notify the LPA in writing of a bid that is being submitted as a combination bid. In order for a bid to be evaluated as a combination bid, prior to the opening of bids, the written notification must be enclosed in the sealed bid package envelopes of each bid that is being combined in a combination bid. Alternatively, it may also be transmitted to the awarding authority by facsimile. The Contractor shall be responsible for verifying that the facsimile has been received by the LPA prior to the opening of bids. The letter of notification of a combination bid shall:

- be addressed to the same LPA official as the proposal;
- describe the type of combination bid ("All or None", "Reduction in Unit Price", etc.);
- be dated no later than the date set for bid opening;
- be written on the bidder's letterhead;
- be signed by a person authorized to sign contracts for the bidder;
- contain a list of the project numbers included in the proposed combination bid.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) PROJECT LET BY LPA.

Combination bids will not be accepted on any project or projects let by a LPA unless it is in combination with, and only with, other project(s) being let at the same time (bids due at the same exact time) by the same LPA.

102.10 Delivery of Proposals.

This Article shall be amended by deleting Article 102.10 as written and the following substituted in lieu thereof:

Each proposal for each contract shall be placed, together with the proposal guaranty, in a sealed envelope on the outside of which is written in large letters "Proposals for Highway Work" or “Bid Proposal”, and so marked as to indicate the project number, the name of the LPA (city, county, university, etc.), the town or city in which the work is located or, if not in a town or city, the name of the county in which the work is located, and the name of the bidder. Proposals will be received by the LPA at the location stated in the Notice to Contractors, until the hour and date set therein for the opening of bids. No proposal will be considered which has not been received prior to the hour and date set for the opening of bids. Proposals received after that time will be returned.

102.11 Withdrawal or Revision of Proposals.

This Article shall be amended by deleting Article 102.11 as written and the following substituted in lieu thereof:

A bidder may withdraw or revise a proposal after it has been deposited with the LPA, provided the request for such is received by the LPA in writing, or by facsimile or telegram before the time set for opening proposals. The request must bear the same signature(s) which the bidder has affixed to the proposal. No proposal may be modified or corrected after the time set for opening such proposals.

Withdrawal of proposals after bid opening will be permitted without forfeiture of bid guaranty only as provided for by, and when evidence of a mistake is furnished in accordance with, Section 39-2-11(d), Code of Alabama, 1975. Such evidence of mistake must be furnished no later than three working days after the opening of bids. Upon such withdrawal without forfeiture, the bidder shall be prohibited from (1) doing any work on the contract, either as a subcontractor or in any other capacity, and (2) bidding on the same project if it is readvertised for letting.

102.13 Multiple Bids.

This Article (102.13) shall be deleted in its entirety.

SECTION 103
AWARD AND EXECUTION OF CONTRACT

103.02 Award of Contract.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

The award of contract, if to be awarded, will be made within 30 calendar days after opening of proposals to the lowest responsible and responsive bidder whose proposals comply with the requirements of Section 102 and the invitation to bid (Notice to Contractors). Should no award by made within 30 days, all proposals will be rejected unless the successful bidder agrees in writing to a stipulated extension in the time limit for award. The successful bidder will be notified by telegram, confirmed facsimile, or letter mailed to the address shown on the proposal that his bid has been accepted and that he has been awarded the contract.

After the opening of bids, the award of the contract to the low bidder will be contingent upon said low bidder's possession of a valid certification of qualification in accordance with Article 102.02. On work involving Federal funds, the award of the contract to the low bidder will also be contingent upon said low bidder obtaining a license from the State Licensing Board for General Contractors in accordance with the existing State laws.

SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.21 Stormwater Management.

This Article shall be amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(c) NPDES NOTICE OF INTENT.

A "Notice of Intent" (NOI) is an application filed with ADEM requesting NPDES registration. If an NOI has been filed or is required for the project site, the LPA will be the OWNER of record with ADEM for the NOI. The Contractor shall be the OPERATOR and shall comply with all requirements of the NOI.

A Project Note will be shown on the plans to indicate whether or not an NOI has been filed with ADEM for the project. If an NOI has been filed, the note may also provide information regarding the availability of a Construction Best Management Practices Plan (CBMPP) for the project. If an NOI has not been filed, the note may further indicate that the Contractor is required to file an NOI at his own expense.

The Contractor shall be responsible for filing all NOI's required by ADEM on all material pits, waste areas, plant sites, haul roads, and other off-site areas used by him to construct the project. For each area requiring an NOI to be filed, a copy of written acknowledgement from ADEM verifying that a complete NOI has been filed shall be forwarded to the LPA before ground is disturbed in that area.

SECTION 109
MEASUREMENT AND PAYMENT

109.12 Final Payment

This Article shall be amended by deleting the last sentence of Subarticle (c) as written and the following substituted in lieu thereof:

(c) FINAL ESTIMATE DOCUMENTATION.

Failure by the Contractor to furnish any of the above documentation may be cause for either or both, the owner and/or ALDOT, to consider the Contractor to be disqualified from future bidding and contract awards, as per Article 102.02.

SECTION 110
CLAIMS

110.04 Claims Process.

This Article shall be amended by deleting Article 110.04 as written and the following substituted in lieu thereof:

(a) GENERAL.

After the work has been completed on the disputed item(s) of work, the Contractor shall have 90 calendar days to submit his claim. Any claim not submitted within this 90 calendar day period is waived. The Contractor shall submit six copies of the claim, containing the required documentation listed in Article 110.03, to the LPA. Once the claim is received, the LPA will review the claim submittal in accordance with its local policies and procedures.

(b) PARTICIPATION AND REVIEW BY ALDOT.

If the LPA desires for ALDOT to participate in the possible funding of the Contractor's claim, provided the claim is determined to be valid and funding is available, the LPA shall notify ALDOT of the Contractor's notice of intent to file a claim, and any meetings, hearings, etc. In addition, the LPA shall provide a copy of the Contractor's claim when it is submitted, and then the LPA's written response based on their review. Failure of the LPA to notify ALDOT of the notice of intent and any associated meetings and submittals shall constitute a waiver by the LPA for any possible funding by ALDOT.

The claim and the LPA's response will be reviewed by the Division Engineer within 30 calendar days after the LPA has submitted it to the administering division. The Division Engineer will review the claim and prepare a recommendation for ALDOT's level of funding participation. The Division Engineer's recommendation will be reviewed by the chairman of ALDOT's Claims Committee, and a response provided back to the Division within 30 calendar days. The review and response by the Division Engineer and chairman of the Claims Committee in the amount of ALDOT funding for the claim shall be final, non-appealable and not subject to judicial or other review. Their decision is binding with the LPA.

Even if the claim is determined to be valid, ALDOT's level of funding will be based on the amount of monies remaining in the project agreement with the LPA.

110.06 Auditing of Claims.

This Article shall be amended by deleting the first paragraph and the following substituted in lieu thereof:

All claims submitted by the LPA to ALDOT shall be subject to audit by the Department's External Auditor at any time following the filing of such claim. The audit may begin on ten day's notice to the LPA, Contractor, Subcontractor, or Supplier. The LPA, Contractor, Subcontractor, or Supplier shall cooperate with the auditors. Failure of the LPA, Contractor, Subcontractor, or Supplier to maintain and retain sufficient records to allow the Department's auditor to verify the

claim shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder.

"General Decision Number: AL20220164 02/25/2022

Superseded General Decision Number: AL20210164

State: Alabama

Construction Type: Highway

County: Mobile County in Alabama.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

-----(THE FOLLOWING NOTE DOES NOT APPLY TO THIS CONTRACT)-----

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

ELEC0505-001 09/01/2021

	Rates	Fringes
ELECTRICIAN	$ 28.55	3%+8.86

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* SUAL2019-043 11/13/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 16.20	0.00
FORM WORKER	$ 10.00 **	0.00
HIGHWAY/PARKING LOT STRIPING:		
Operator (Striping Machine)	$ 19.82	0.00

HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck)	$ 14.55	**	0.00
IRONWORKER, REINFORCING	$ 17.70		0.00
IRONWORKER, STRUCTURAL	$ 22.40		0.00
LABORER GRADE CHECKER	$ 14.08	**	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 14.22	**	0.00
LABORER: Common or General	$ 12.41	**	0.00
LABORER: Mason Tender - Cement/Concrete	$ 13.20	**	0.00
LABORER: Pipelayer	$ 15.98		0.00
LABORER: Erosion Control	$ 10.17	**	0.00
OPERATOR: Asphalt Spreader	$ 16.31		0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 19.10		0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.88	**	0.00
OPERATOR: Broom/Sweeper	$ 13.38	**	0.00
OPERATOR: Bulldozer	$ 18.82		0.00
OPERATOR: Crane	$ 25.82		0.00
OPERATOR: Drill	$ 26.73		11.25
OPERATOR: Grader/Blade	$ 17.98		0.00
OPERATOR: Loader	$ 17.45		0.00
OPERATOR: Material Transfer Vehicle	$ 16.60		0.00
OPERATOR: Mechanic	$ 19.16		0.00
OPERATOR: Milling Machine	$ 15.79		0.00

OPERATOR: Oiler	$ 16.83	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 15.54	0.00
OPERATOR: Roller	$ 15.87	0.00
OPERATOR: Scraper	$ 13.30 **	0.00
PAINTER (Brush and Roller)	$ 15.97	1.27
TRAFFIC CONTROL: Flagger	$ 14.00 **	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper	$ 14.58 **	0.00
TRUCK DRIVER: Dump Truck	$ 16.04	0.00
TRUCK DRIVER: Flatbed Truck	$ 15.00	0.00
TRUCK DRIVER: Lowboy Truck	$ 16.79	0.00
TRUCK DRIVER: Pickup Truck	$ 15.05	0.00
TRUCK DRIVER: Semi-Trailer Truck	$ 15.56	0.00
TRUCK DRIVER: Water Truck	$ 13.50 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 8, 2017 Special Provision No. 18-0090

EFFECTIVE DATE: January 1, 2018

SUBJECT: Title VI Assurance.

Alabama Standard Specifications, 2018 Edition, shall be revised by the addition of the following:

APPENDIX A, TITLE VI ASSURANCE to FHWA

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set for in Appendix B of 49 C.F.R. Part 21.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitation, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

(4) **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. withholding payments to the contractor under the contract until the contractor complies; and/or
b. cancelling, terminating, or suspending a contract, in whole or in part.

(6) **Incorporating of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the contractor becomes involved in, or is threatened with litigation by subcontractor, or supplier as a result of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 8, 2017 Special Provision No. 18-0091

EFFECTIVE DATE: January 1, 2018

SUBJECT: Non-Discrimination Statutes and Authorities.

Alabama Standard Specifications, 2018 Edition, shall be revised by the addition of the following:

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq*.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 14, 2017 Special Provision No. 18-0097

EFFECTIVE DATE: January 1, 2018

SUBJECT: Required Contract Provision for all Federal Aid Projects for Equal Employment Opportunity

Alabama Standard Specification, 2018 Edition, are hereby amended to include the following:

In compliance with Executive Order 11246, the following Standard Federal Equal Opportunity Construction Contract Specifications shall apply:

General Requirements
(41 CPR 60-4.3)

1. As used in these specifications:
   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return. U.S. Treasury Department Form 941;
   d. "Minority" includes:
      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific islands); and
      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of $10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are as shown on Attachment No. 1. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
    a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
    b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization’s responses.
    c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant, and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
    d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meets its obligations.
    e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs, and apprenticeship and trainee programs, relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
    f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their co-operation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a

year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review at least annually the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CPR Part 60-3.

l. Conduct at least annually an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors, adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is

employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contract may be in violation of the Executive Order if a specific minority group of women is under-utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of the Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Hometown Plans
(41 CFR 60-4.5)

(a) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: Provided, that each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan's goals and timetables. If a Contractor is not participating in an approved Hometown Plan, it shall comply with the Specifications set forth in §60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the Notice required by 41 CFR 4.2 with regard to that trade. For the purposes of this part 60-4, the contractor is not participating in a Hometown Plan for a particular trade if it:
    (1) Ceases to be signatory to a Hometown Plan covering that trade;
    (2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
    (3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations which are not or cease to be signatories to the same Hometown Plan for that trade;

(4) Is signatory to a Hometown Plan for that trade and is party to a collective bargaining agreement with labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
(5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
(6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.

(b) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provisions of the Hometown Plan.

Solicitations
(41 CPR 60-4.2)

(d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of $10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part (see 41 CPR-4.2 (a)):

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as shown on Attachment No. 1.
   These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally-involved and nonfederally involved construction.
   The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Employment Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CPR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is that shown on Attachment No. 1.

Show Cause Notice
(41 CFR 60-4.8)

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive Order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in (i) - (iv) of 41 CPR 60-2.2 (c)(1) - If the Contractor does not show good cause within 30 days, or, in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make-up goals and timetables, back pay, and seniority relief for affected class members, the compliance agency shall follow the procedure in 41 CFR 60-1.26(b) : Provided that where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.

Attachment No. 1

Goals & Timetables
(41 CFR 60-4.2)

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

FEMALE

Area Covered – Statewide

Timetable	Trade	Goals %
Until Further Notice	All	6.9%

MINORITY

Area Covered – Etowah, Jefferson, Shelby, St. Clair & Walker Counties

Timetable	Trade	Goals %
Until Further Notice	All	24.9%

Area Covered –Autauga, Barbour, Bullock, Butler, Coffee, Coosa, Covington, Crenshaw, Dale, Dallas, Elmore, Geneva, Henry, Houston, Lowndes, Macon, Montgomery, Perry, Pike & Tallapoosa Counties

Timetable	Trade	Goals %
Until Further Notice	All	29.9%

Area Covered – Tuscaloosa County

Timetable	Trade	Goals %
Until Further Notice	All	20.6%

Area Covered – Russell County

Timetable	Trade	Goals %
Until Further Notice	All	29.6%

Area Covered – Franklin, Lawrence & Morgan Counties

Timetable	Trade	Goals %
Until Further Notice	All	11.2%

Area Covered – DeKalb & Jackson Counties

Timetable	Trade	Goals %
Until Further Notice	All	8.6%

Area Covered – Baldwin & Mobile Counties

Timetable	Trade	Goals %
Until Further Notice	All	25.9%

Area Covered – Choctaw, Clarke, Conecuh, Escambia, Marengo, Monroe, Washington & Wilcox Counties

Timetable	Trade	Goals %
Until Further Notice	All	26.4%

Area Covered – Calhoun County

Timetable	Trade	Goals %
Until Further Notice	All	14.3%

Area Covered – Bibb, Blount, Cherokee, Chilton, Clay, Cleburne, Cullman, Fayette, Greene, Hale, Lamar, Marion, Pickens, Randolph, Sumter, Talladega & Winston Counties

Timetable	Trade	Goals %
Until Further Notice	All	20.7%

Area Covered – Limestone, Madison & Marshall Counties

Timetable	Trade	Goals %
Until Further Notice	All	12.0%

Area Covered – Chambers & Lee Counties

Timetable	Trade	Goals %
Until Further Notice	All	31.6%

Area Covered – Colbert & Lauderdale Counties

Timetable	Trade	Goals %
Until Further Notice	All	11.9%

HR-DBE
Revised 06-08-2011

Date:_____

Letting Date:_____

BIDDER'S LIST OF QUOTERS

In accordance with 49 CFR Part 26.11, the Alabama Department of Transportation will establish its State Disadvantaged Business Enterprise (DBE) goal using Bidders' Lists of Quoters. These Bidders' Lists of Quoters will be used to determine the relative availability of DBE's and Non-DBE's. Each Bidder's List of Quoters is a compilation of quoters who have submitted quotes to the Bidder during the advertising period. Subsequent to notification as Apparent Low Bidder, the Bidder must submit an **updated** Form HR-DBE prior to award of contract. Form HR-DBE will accompany Form OE-110 (DBE Utilization Plan) if appropriate.

Each time Form HR-DBE is submitted to the Department, the Bidder shall list the quoters for the project, using additional sheets if necessary. The listing shall include EACH quoter's name, business location, telephone number and whether or not the quoter is an Alabama certified DBE. **FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER THE BID NON-RESPONSIVE AND THE BID MAY BE REJECTED.**

The term "quoter" shall include all subcontractors, manufacturers, and suppliers of materials.

BIDDER'S NAME: _____ **PROJECT NUMBER:** _____ **COUNTY:** _____

Quoter's Name	*Address*	*Telephone Number*	*DBE/Non-DBE*

Alabama Department of Transportation
ALDOT Form DBE 10 Instructions

Revised 5-2015

Block Number	Instructions
1.	ALDOT Project Number
2.	County
3.	Region
4.	Prime Contractor For the Project
5.	DBE for this Report
6.	Date of Report
7.	ALDOT Estimate Number
8.	Work Period for this Estimate (Beginning Date - Ending Date)
9.	Description of Work - Must include Pay Item No. and Description (Also denote if Partial such as Hauling, Stocking, Furnish & Tie, S.I.P. Forms, etc.)
10.	Type of DBE, i.e. Contractor (C), Supplier (S), Manufacturer (M), or Brokerage/Fee (BF) work
11.	Unit Price of Work
12.	Units
13.	Units of Work Accomplished this Period
14.	Amount Performed for this Period (Block 11 times Block 13)
15.	Units Performed to Date
16.	Amount Performed to Date (Block 11 times Block 15)
17.	Comments Pertinent to this DBE-10
18.	Total of Amounts in Block 14
19.	Total of Amounts in Block 16
20.	Signature of Prime Contractor's Authorized Representative, Printed Name & Title and Date Signed

Submittals:

1) Invoices are required for all supplier and manufacturer credit.
2) Tickets are required for all "Stocking the Plant" hauling.
3) In lieu of completing the form, the prime contractor may note "See attached" on the form and attach a similar form (i.e. subcontractor estimate) provided it has the same data. If the contractor chooses to do this, he will have to adjust the credit on the actual DBE-10 if the DBE is a supplier.

Notes:

1) If data is entered electronically via Excel file, Blocks 14, 16, 18 and 19 will calculate amounts and totals based on unit entries.
2) The form format is for the contractor's convenience. Every effort is made to ensure accuracy, but the prime contractor is responsible for checking all calculations prior to submittal.
3) The worksheets in this workbook are protected (but not password protected) to allow you to tab through only the fields that require data entry. If you need to make changes to the worksheet you can unprotect the worksheets by going to the menu (Tools Protection UnProtect Sheet). Just remember if you unprotect a worksheet, you will need to check the accuracy of the calculations to make certain the formulas were not altered or that the formulas work correctly.

Rev. 5-2015

ALDOT FORM DBE-10

1. Project Number:		2. County:	3. Region:
4. Prime Contractor:		5. DBE:	
6. Date:	7. ALDOT Estimate:	8. Estimate Period: From:	To:

9. Description of Work: (Pay Item No. & Description)		10. Type Firm (C/S/M/BF)	11.Unit Price	12.Units	13. Units Worked	14. Amount Performed this Period	15.Units Performed to Date	16. Amount Performed to Date
Pay Item No.	Item Description							
17. Comments:						18. Total:		19. Total:

20. Signature of Authorized Representative:	Printed Name & Title	Date Signed

Form DBE-11
Revised 1-2007

ALABAMA DEPARTMENT OF TRANSPORTATION
Certification of Actual Payments to DBE Firms

Project No.: _____
County: _____

1. The undersigned prime contractor on the above referenced Federal Aid Project No. hereby certifies that full payment was made, or will be made within seven (7) calendar days after final payment, to the DBE firm listed for work performed and/or materials furnished under this project's contract as follows:

DBE Firm Name: _____

was or will be paid $ _____

Note: this amount does / does not include gross receipts tax and bond.
(circle one) (circle if applicable)

This certification is made under Federal and State laws concerning false statements. Supporting documentation for this payment is subject to audit and should be retained for a minimum of three (3) years from the final acceptance date.

If the DBE Subcontractor/Supplier works for a Non-DBE Subcontractor under the Prime Contractor, the Non-DBE Subcontractor must also complete the form.

Prime Contractor	Non-DBE Subcontractor
By: _____ signature	_____ signature
Name: _____ please print	_____ please print
Title: _____	_____
Date: _____	_____

2. The undersigned subcontractor/supplier for the above named project hereby certifies that payments were received, or are due to be received as stipulated above.

_____
DBE Subcontractor/Supplier

By: _____
signature

Name: _____
please print

Title: _____

Date: _____

Form OE-110
Revised 1-2007

Original ☐
Revised ☐

Alabama Department of Transportation
Disadvantaged Business Enterprise (DBE) Utilization Plan

Project Number & County: _____

Letting Date: _____

Contract Amount: _____

Percent DBE Utilization Required: _____

Contractor Name: _____

Address: _____

_____

DBE Firm Name & Certification Number	Type of Firm	Pay Item No.	Description of Work (include quantities and subcontract unit prices *OR* list the type of work and attach additional pages for details)	Dollar Amount
Name: Cert. Number:				
Name: Cert. Number:				
Name: Cert. Number:				
Name: Cert. Number:				
Name: Cert. Number:				

Instructions:

1. This plan must be submitted within the timeframe specified by the contract after notification of apparent low bid.
2. The plan must indicate the contractor will meet the DBE goal noted in the proposal or documentation of good faith effort must be attached.
3. Type of Firm – Contractor, Supplier, or Manufacturer

Total Dollar Amount to DBEs: $ _____

Required Dollar Amount of DBE Utilization: $ _____

ALDOT Approval: _____

Date: _____

Project Number: _____

County: _____

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

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Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of DBE Subcontractor: _____

Address: _____

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

DBE Certification Number: _____

LOCAL PUBLIC AGENCY

FEDERAL-AID FUNDED PROJECTS

PLEASE READ AND COMPLETE SECTIONS A AND B. THE EXECUTION HEREINAFTER MADE ALSO CONSTITUTES THE EXECUTION OF THE PROPOSAL AND REPRESENTS THE AGREEMENT OF THE CONTRACTOR TO COMPLY WITH ALL DOCUMENTS CONTAINED IN THE PROPOSAL AND THOSE REFERRED TO THEREIN. FAILURE TO SUBMIT THE SWORN CERTIFICATION THROUGH PAGE 6 OF THIS NOTICE WILL BE CONSIDERED A NON-RESPONSIVE BID. BID BOND MUST BE SEPARATELY EXECUTED BY CONTRACTOR AND SURETY.

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1.) Withholding monthly progress payments;
(2.) Assessing sanctions; and/or
(3.) Disqualifying the contractor from future bidding as non-responsive.

The Statement Required To Be Submitted By Proposed Contractor Pursuant To Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) and Regulations in 41 CFR Part 60-4 On All Federal and Federally-Assisted Contracts In Excess of $10,000 Will Be Included In the Award of Your Contract and Should Be Returned With Your Executed Contract.

The undersigned agrees that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be null and void.

The undersigned understands that in the event the term of this contract includes more than one fiscal year, said contract is subject to termination should funds not be appropriated for the continued payment of the contract in subsequent fiscal years.

The undersigned understands that in the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.

Section A: The Alabama Department of Transportation is obligated on every Federal-aid project to implement, to the extent practical, 49CFR26,"Participation by Disadvantaged Business Enterprises (DBE) in U.S. DOT Financial Programs". This participation can be achieved by race neutral and/or race conscious means.

When race conscious means are used the contract goal for DBE participation will be indicated on **Page Two of the Proposal Cover Sheet** and in Section 111 of the Alabama Department of Transportation Standard Specifications for Highway Construction. Race neutral participation occurs when the contractor exceeds the indicated contract goal, or in the absence of a contract goal, obtains participation from a certified DBE that meets the CREDIT TOWARD PARTICIPATION portion of Section 111 of the Alabama Department of Transportation Standard Specifications for Highway Construction.

If the Department has determined that this project has sufficient opportunities for MBE/DBE participation the goal for this contract will be listed on **Page Two of the Proposal Cover Sheet**.

All bidders must complete form HR-DBE, "BIDDERS LIST OF QUOTERS FOR THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM."

If the contractor is low bidder for the project, it is understood the contractor will provide a DBE Utilization Plan which outlines the proposed percentage of DBE Utilization within five (5) calendar days of the letting date, along with documentation of the contractor's "Good Faith" efforts to utilize DBE firms if the proposed percentage of utilization is less than the designated project goal. The contractor's good faith efforts will fully comply with and meet all requirements, provisions and criteria of Title 49, Code of Federal Regulations, Part 26, including the criteria set forth in 49 CFR, Part 26, Appendix A and will comply with and meet the requirements, provisions and criteria set forth in Section 111 of the Alabama Department of Transportation

Standard Specifications for Highway Construction as all of such foregoing requirements, provisions and criteria are applicable to Disadvantaged Business Enterprises, all of which the contractor represents that he is familiar. The contractor understands that the good faith efforts of the contractor will be reviewed by the Department in keeping with all such requirements, provisions and criteria.

NOTE

The Department will advise the low bidder of his status as soon as possible after the opening of bids. A copy of the Department's DBE Utilization form has been attached to this proposal for use in complying with the Requirement.

Failure by the successful bidder to provide an acceptable DBE Utilization plan within the time frame required or failure of the successful bidder to make and document Good Faith Efforts, when applicable, will result in non-award of the contract to that bidder. If the contract is awarded to the next low bidder, the original low bidder will be prohibited from doing any work on the contract, either as subcontractor or in any other capacity. The original low bidder will also be prohibited from bidding on the project if it is re-advertised for letting. These restrictions shall apply to any other name under which the same person, individual, partnership, company, firm, corporation, association, co-operative or other legal entity that may be operating in which the principal owner(s) is involved.

Section B: CONTRACTOR'S CERTIFICATION

The contractor proposes to perform all "Force Account of Extra Work" that may be required on the basis provided in the Specifications hereto attached, and to give such work personal attention in order to see that it is economically performed.

The contractor further proposes to execute the Contract Agreement in a form to be attached as soon as the work is awarded to the contractor and to begin and complete the work within the respective time limit provided for in the Specifications hereto attached.

The contractor also proposes to furnish a Performance Bond, acceptable to the State, in an amount equal to the total amount of the contract. This bond shall serve not only to guarantee the completion of the work but also to guarantee the excellence of both workmanship and materials until the work is finally accepted. The contractor will also furnish a materialsman bond, acceptable to the State, equal to the amount of the contract.

The contractor encloses a cashier's check or bid bond for five percent (5%) of the bid, maximum $10,000.00, and hereby agrees that in case of failure to execute a contract and furnish bonds within fifteen (15) days* after notice of award, the awarding authority shall retain from the proposal guaranty, if it is a cashier's check, or recover from the principal and/or the sureties, if the guaranty is a bid bond, the difference between the amount of the Contract as awarded and the amount of the proposal of the next lowest acceptable bidder, which amount shall not exceed $10,000.00.

If no other bids are received, the full amount of the proposal guaranty shall be so retained and/or recovered as Liquidated Damages for such default. It is understood that in case the work is not awarded to the contractor, the proposal guaranty, if a cashier's check, will be returned as provided in the Alabama Department of Transportation Standard Specifications for Highway Construction.

In compliance with State of Alabama Act 2016-312, the contractor further certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

1. DISADVANTAGED BUSINESS ENTERPRISES

The contractor intends to comply with the contract documents to utilize Disadvantaged Business Enterprises (hereinafter referred to at times as (DBE)) to the extent practical and when, under Section A herein above, the contract documents specify a minimum monetary amount to be expended with Disadvantaged Business Enterprises, to equal or exceed said amount through subcontracting and/or by purchases of materials and services on the project.

It is understood that failure to submit a Disadvantaged Business Enterprise Plan, when such is required by the contract within the time frame so specified, will be cause for assessment of penalties as provided in the contract.

*Time may be modified by Special Provision.

It is further understood that failure to comply with the contract relating to Disadvantaged Business Enterprises, when such are applicable, will be cause for the assessment of penalties as provided in the contract.

2. REQUIREMENT BY THE EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS OF THE SECRETARY OF LABOR (41 CFR 60-1.7(b) (1))

THE CONTRACTOR MUST CHECK THE APPROPRIATE BOX BELOW:

The contractor submitting this proposal certifies that such contractor

HAS /_____/ HAS NOT /_____/

participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 1114 or 11246.

If the contractor checked the "HAS" box above, the following statement must be completed. The contractor submitting this proposal certifies that such contractor

HAS /_____/ HAS NOT /_____/

filed with the Joint Reporting Committee, the director of OFCC, any Federal Agency or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements of those organizations. All reports due are considered to be those requested by one of these committees or agencies.

Concurrently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and who have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the director, Office of Federal Contract Compliance, U. S. Department of Labor.

3. COLLUSION

It is further certified that neither the person, firm, partnership or corporation submitting this bid, nor any of their officers, have directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

4. SUSPENSION/DEBARMENT

A. Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

Instructions for Certification

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion/Lower-Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

The prospective primary participant certifies, to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph of this

certification; and have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B. For Lower-Tier Requirements, see Section XI of "Required Contract Provisions Federal-Aid Construction Contracts" located in the proposal.

Exceptions to the above are to be submitted on a separate sheet with the bid proposal. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5. LOBBYING RESTRICTIONS

These restrictions were established by Section 319 of Public Law 101-121 Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990).

The contractor certifies to the best of his/her knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of congress, an officer or employee of Congress or an employee of a Member of congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The contractor also agrees by submitting this proposal that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

I further certify that I am a properly authorized individual or corporate official, as applicable, to make this certification that the above is true and correct; and that I recognize, by signing this certification, I am also signing the contract proposal on behalf of the contractor in whose name the proposal is made, whether individual, partnership, or corporation as might be applicable.

NOTE: PROVIDED THE BID BOND ON THE FOLLOWING TWO PAGES IS PROPERLY EXECUTED IN THE CONTRACTOR'S NAME, SIGNED BY AN AUTHORIZED OFFICER OF THE CONTRACTOR CORPORATION (OR INDIVIDUAL OR PARTNER, WHEN NOT A CORPORATION), THE SAME MAY MAKE THE FOREGOING CERTIFICATIONS BY SIGNING BEFORE A PROPERLY SWORN NOTARY PUBLIC. THE CERTIFICATIONS MUST BE PROPERLY SWORN TO, SIGNED AND NOTARIZED BELOW.

Signature of Contractor. If the contractor is an **INDIVIDUAL**, signature of the individual is required; if contractor is a **CORPORATION**, signature of proper corporate officer is required; if contractor is a **PARTNERSHIP**, signature of partner is required; if contractor is **JOINT VENTURE**, appropriate signatures of all contractors are required.

Legal name of Contractor:

_____

(Partnership, Joint Venture, Corporation or Individual)

By: _____

(Signature of Officer or Individual, as applicable)

By: _____

IF JOINT VENTURE (Signature of Officers or Individual, as applicable)

The foregoing certifications are sworn to and subscribed before me on this

_____day of_____, 20_____.

_____

NOTARY PUBLIC

AWARD WILL NOT BE CONFERRED UNLESS THIS FORM IS COMPLETED AND SIGNED AND WITNESSED BY A NOTARY.

ITEM XI
TECHNICAL SPECIFICATIONS

PROJECT MANUAL

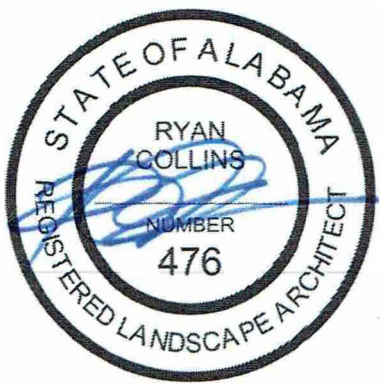
Dix.Hite Project No. 60022

ALDOT PROJECT NUMBER
TAPAA-TA18(923)

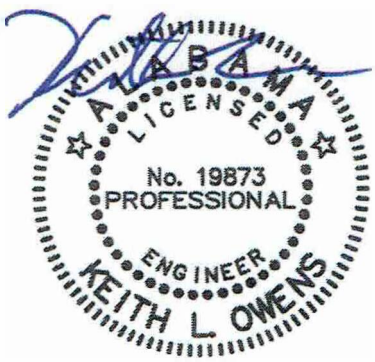
Prepared for The City of Mobile

Project No. TAPAA-TA18(923)
CPMS Ref# 100068380

Three Mile Creek: Section 6 North Project









July 19, 2021

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Owner:	**City of Mobile**	
	Address:	205 Government Street Mobile, AL 36602
	Point of Contact:	Matthew Jollit
		(v) (251) 208-5897
		matt.jollit@cityofmobile.org
Landscape Architect:	**Dix.Hite + Partners**	
	Address:	1109 22nd Street South Birmingham, AL 35205
	Point of Contact:	Ryan Collins
		(v) (205) 862 0493
		rcollins@dixhite.com
Civil Engineer:	**LBYD Engineers**	
	Address:	880 Montclair Road, Suite 600
		Birmingham, AL 35213
	Point of Contact:	Matt Coe
		(v) (205) 251-4500
		mcoe@lbyd.com
Electrical Engineer:	**Hyde Engineering**	
	Address:	3120 8th Avenue South Birmingham, AL 35223
	Point of Contact:	Hannah Payne
		(v) (205) 982-0900
		hannah@hyde-egr.com
Structural Engineer:	**MBA Engineers**	
	Address:	300 20th Street North, Suite 100 Birmingham, AL 35203
	Point of Contact:	Keith Owens
		(v) (205) 324-0698
		kowens@mbasei.com

Irrigation Designer: **Irrigation Consultant Services**

Address: 2129 Greensboro Road Madison, GA 30650

Point of Contact: Carey June

(v) (770) 929-0884

cjune@irrcons.com

Utility Owners: **Alabama Power**

Address: 150 St. Joseph Street Mobile, Alabama 36602

Point of Contact: Holly (Lewis) Campbell

(251)-694-2456

halewis@southernco.com

MAWSS

Address: 4725 Moffett Road Mobile, Alabama 36618

Point of Contact: Daryl Russell

(251)-694-3150
drussell@mawss.com

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Additional Technical Specification

Special Specifications for Prefabricated Bridge

SECTION 033000
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Cast-in-place concrete, including concrete materials, mixture design, placement procedures, and finishes.

1.2 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, and other pozzolans materials subject to compliance with requirements.

B. Water/Cement Ratio (w/cm): The ratio by weight of water to cementitious materials.

1.3 ACTION SUBMITTALS

A. Design Mixtures: For each concrete mixture, include the following:

1. Mixture identification.

2. Minimum 28-day compressive strength.

3. Durability exposure class.

4. Maximum w/cm.

5. Calculated equilibrium unit weight, for lightweight concrete.

6. Slump limit.

7. Air content.

8. Nominal maximum aggregate size.

9. Indicate amounts of mixing water to be withheld for later addition at Project site if permitted.

10. Intended placement method.

11. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

B. Shop Drawings:

1. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
    a. Location of construction joints is subject to approval of the Architect.

C. Concrete Schedule: For each location of each Class of concrete indicated in "Concrete Mixtures" Article, including the following:

1. Concrete Class designation.

2. Location within Project.

3. Exposure Class designation.

4. Formed Surface Finish designation and final finish.

5. Final finish for floors.

6. Curing process.

1.4 INFORMATIONAL SUBMITTALS

A. Research Reports: For concrete admixtures in accordance with ICC's Acceptance Criteria AC198.

B. Field quality-control reports.

1.5 QUALITY ASSURANCE

A. Ready-Mixed Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.

1. Manufacturer certified in accordance with NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

1.6 DELIVERY, STORAGE, AND HANDLING

A. Comply with ASTM C94/C94M and ACI 301 (ACI 301M).

1.7 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 301 (ACI 301M) and ACI 306.1.

B. Hot-Weather Placement: Comply with ACI 301 (ACI 301M) and ACI 305.1 (ACI 305.1M).

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with ACI 301 (ACI 301M) unless modified by requirements in the Contract Documents.

2.2 CONCRETE MATERIALS

A. Cementitious Materials:

1. Portland Cement: ASTM C150/C150M, Type II, gray.

2. Fly Ash: ASTM C618, Class C or F.

B. Normal-Weight Aggregates: ASTM C33/C33M, Class 1N coarse aggregate or better, graded. Provide aggregates from a single source.

1. Maximum Coarse-Aggregate Size: 1 inch (25 mm) nominal.

2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Air-Entraining Admixture: ASTM C260/C260M.

D. Water and Water Used to Make Ice: ASTM C94/C94M, potable.

2.3 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.

B. Moisture-Retaining Cover: ASTM C171, polyethylene film burlap-polyethylene sheet.

1. Color:

a. Ambient Temperature Below 50 deg F (10 deg C): Black.

b. Ambient Temperature between 50 deg F (10 deg C) and 85 deg F (29 deg C): Any color.

c. Ambient Temperature Above 85 deg F (29 deg C): White.

2.4 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, in accordance with ACI 301 (ACI 301M).

1. Use a qualified testing agency for preparing and reporting proposed mixture designs, based on laboratory trial mixtures.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash or Other Pozzolans: 25 percent by mass.

C. Admixtures: Use admixtures in accordance with manufacturer's written instructions.

2.5 CONCRETE MIXTURES

A. Consider inserting minimum cementitious material content for mix designs.

B. Class A: Normal-weight concrete used for footings, grade beams, and tie beams.

1. Minimum Compressive Strength: 3000 psi (20.7 MPa) at 28 days.
2. Maximum w/cm: 0.50.

3. Slump Limit: 5 inches (125 mm), plus or minus 1 inch (25 mm).

4. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.

PART 3 - EXECUTION

3.1 INSTALLATION OF EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.

1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of ANSI/AISC 303.

3. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.

3.2 JOINTS

A. Construct joints true to line, with faces perpendicular to surface plane of concrete.

B. Construction Joints: Coordinate with floor slab pattern and concrete placement sequence.

1. Install so strength and appearance of concrete are not impaired, at locations indicated on Drawings or as approved by Architect.

2. Place joints perpendicular to main reinforcement.

a. Continue reinforcement across construction joints unless otherwise indicated.

b. Do not continue reinforcement through sides of strip placements of floors and slabs.

3. Form keyed joints as indicated. Embed keys at least 1-1/2 inches (38 mm) into concrete.

4. Locate joints for beams, slabs, joists, and girders at third points of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.

5. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.

6. Space vertical joints in walls as indicated on Drawings. Unless otherwise indicated on Drawings, locate vertical joints beside piers integral with walls, near corners, and in concealed locations where possible.

3.3 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, embedded items, and vapor retarder is complete and that required inspections are completed.

1. Immediately prior to concrete placement, inspect vapor retarder for damage and deficient installation, and repair defective areas.

2. Provide continuous inspection of vapor retarder during concrete placement and make necessary repairs to damaged areas as Work progresses.

B. Notify Architect and testing and inspection agencies 24 hours prior to commencement of concrete placement.

C. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect in writing, but not to exceed the amount indicated on the concrete delivery ticket.

D. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301 (ACI 301M), but not to exceed the amount indicated on the concrete delivery ticket.

1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

E. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.

1. If a section cannot be placed continuously, provide construction joints as indicated.

2. Deposit concrete to avoid segregation.

3. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.

4. Consolidate placed concrete with mechanical vibrating equipment in accordance with ACI 301 (ACI 301M).

a. Do not use vibrators to transport concrete inside forms.

b. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer.

c. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity.

d. At each insertion, limit duration of vibration to time necessary to consolidate concrete, and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

F. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Do not place concrete floors and slabs in a checkerboard sequence.
2. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.

3. Maintain reinforcement in position on chairs during concrete placement.

4. Screed slab surfaces with a straightedge and strike off to correct elevations.

5. Level concrete, cut high areas, and fill low areas.

6. Slope surfaces uniformly to drains where required.

7. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface.

8. Do not further disturb slab surfaces before starting finishing operations.

3.4 FINISHING FORMED SURFACES

A. As-Cast Surface Finishes:

1. ACI 301 (ACI 301M) Surface Finish SF-1.0: As-cast concrete texture imparted by form-facing material.

a. Patch voids larger than 1-1/2 inches (38 mm) wide or 1/2 inch (13 mm) deep.

b. Remove projections larger than 1 inch (25 mm).

c. Tie holes do not require patching.

d. Surface Tolerance: ACI 117 (ACI 117M) Class D.

e. Apply to concrete surfaces [not exposed to public view] <Insert locations>.

3.5 CONCRETE CURING

A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

1. Comply with ACI 301 (ACI 301M) and ACI 306.1 for cold weather protection during curing.

2. Comply with ACI 301 (ACI 301M) and ACI 305.1 (ACI 305.1M) for hot-weather protection during curing.

3.6 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a special inspector to perform field tests and inspections and prepare testing and inspection reports.

B. Testing Agency: Owner will engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.

1. Testing agency shall be responsible for providing curing container for composite samples on Site and verifying that field-cured composite samples are cured in accordance with ASTM C31/C31M.

2. Testing agency shall immediately report to Architect, Contractor, and concrete manufacturer any failure of Work to comply with Contract Documents.

3. Testing agency shall report results of tests and inspections, in writing, to Owner, Architect, Contractor, and concrete manufacturer within 48 hours of inspections and tests.

a. Test reports shall include reporting requirements of ASTM C31/C31M, ASTM C39/C39M, and ACI 301, including the following as applicable to each test and inspection:

1) Project name.

2) Name of testing agency.

3) Names and certification numbers of field and laboratory technicians performing inspections and testing.

4) Name of concrete manufacturer.

5) Date and time of inspection, sampling, and field testing.

6) Date and time of concrete placement.

7) Location in Work of concrete represented by samples.

8) Date and time sample was obtained.

9) Truck and batch ticket numbers.

10) Design compressive strength at 28 days.

11) Concrete mixture designation, proportions, and materials.

12) Field test results.

13) Information on storage and curing of samples before testing, including curing

method and maximum and minimum temperatures during initial curing period.

14) Type of fracture and compressive break strengths at seven days and 28 days.

C. Batch Tickets: For each load delivered, submit three copies of batch delivery ticket to testing agency, indicating quantity, mix identification, admixtures, design strength, aggregate size, design air content, design slump at time of batching, and amount of water that can be added at Project site.

D. Inspections:

1. Headed bolts and studs.
2. Verification of use of required design mixture.
3. Concrete placement, including conveying and depositing.
4. Curing procedures and maintenance of curing temperature.
5. Verification of concrete strength before removal of shores and forms from beams and slabs.
6. Batch Plant Inspections: On a random basis, as determined by Architect.

E. Concrete Tests: Testing of composite samples of fresh concrete obtained in accordance with ASTM C 172/C 172M shall be performed in accordance with the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.

    a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C143/C143M:

    a. One test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture.

    b. Perform additional tests when concrete consistency appears to change.

3. Air Content: ASTM C231/C231M pressure method, for normal-weight concrete.

    a. One test for each composite sample, but not less than one test for each day's pour of each concrete mixture.

4. Concrete Temperature: ASTM C1064/C1064M:

    a. One test hourly when air temperature is 40 deg F (4.4 deg C) and below or 80 deg F (27 deg C) and above, and one test for each composite sample.

5. Compression Test Specimens: ASTM C31/C31M:

    a. Cast and laboratory cure two sets of two 6-inch (150 mm) by 12-inch (300 mm) or 4-inch (100 mm) by 8-inch (200 mm) cylinder specimens for each composite sample.

6. Compressive-Strength Tests: ASTM C39/C39M.

    a. Test one set of two laboratory-cured specimens at seven days and one set of two specimens at 28 days.

7. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
8. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength, and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa) if specified compressive strength is 5000 psi (34.5 MPa), or no compressive strength test value is less than 10 percent of specified compressive strength if specified compressive strength is greater than 5000 psi (34.5 MPa).

9. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.

10. Additional Tests:

    a. Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.

    b. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42/C42M or by other methods as directed by Architect.

        1) Acceptance criteria for concrete strength shall be in accordance with ACI 301 (ACI 301M), section 1.6.6.3.

11. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

12. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

END OF SECTION 033000

SECTION 03 4800
PRECAST CONCRETE SPECIALTIES

PART 1-GENERAL

1.1 SUMMARY

A. These specifications are for a precast concrete boardwalk and shall be regarded as minimum standards for this project. These specifications are based upon products designed and supplied by:

PermaTrak North America LLC Ph:
504-535-9922

Ph: 877-332-7862

Fax: 704-541-3675

www.permatrak.com Contact:
Mr. Fritz Fromherz
ffromherz@permatrak.com

This item shall also include the design, specification, and construction of a railing and foundation system that is attached to the proposed boardwalk system.

1.2 ALTERNATE REQUIREMENTS: Alternates are allowed provided that the following minimum standards and these "Precast Concrete Boardwalk System" specifications are met.

A. "Minimum Standards" as outlined in section 1.3 below must be met.
B. A drawing of the precast boardwalk system (including tread layout, structural details designed for the design loads shown on the contract documents, foundation design and layout) must be submitted 2 weeks before the bid date and signed and sealed by a Professional Engineer licensed in the State of Alabama.
C. Submittal must meet the requirements set forth in section 1.6a.

1.3 MINIMUM STANDARDS: The selected boardwalk shall have the following minimum characteristics:

A. The precast system shall be designed as a modular flexible system allowing a prescribed settlement at pier locations. Joints shall be designed for such movement to occur without damage to the structural integrity of the system.

B. Boardwalk system (beams, treads, and curbs if applicable) must be reinforced precast concrete. A material change, including cast-in-place concrete, is not considered an equal to the design shown on the bid documents.

C. Walking surface (treads) shall be made of reinforced precast concrete, and supported by reinforced precast concrete beams. Where applicable, edges of treads will receive precast concrete curbs.

D. Walking surface (finish) of top surface of treads shall have a formliner finish with one of PermaTrak's standard textures (PermaGrip, PermaPlank, PermaSlate, Sandblast, Slate or Weathered Plank). Texture must be integral with the concrete and shall not be an applied post pour wearing surface.

E. Precast concrete treads shall be structural load bearing elements and shall interlock with one another via a "tongue and groove" connection.

F. All precast shall consist of integrally colored concrete in a color selected by the owner from one of PermaTrak's "standard colors".

G. DESIGN LOADS: Designed for the following live loads:
   1. Pedestrian live load of 90 psf.
   2. H10 Design Truck – 20,000 lbs. (Applicable for boardwalk clearance exceeding 10 ft.)

H. Treads shall maintain a "boardwalk appearance", specifically meaning each tread shall have a width: length ratio ranging from a minimum of 3:1 to a maximum of 14:1. Width is defined as the tread dimension perpendicular to the normal direction of travel. Length is defined as the tread dimension measured in the direction of travel.

I. Tread width shall be as noted on the contract drawings. Alignment should follow the horizontal and vertical alignment shown on the contract plans.

J. Connectors for curbs (if applicable) to treads shall not be visible to boardwalk users while viewed from the top of the walkway.

K. All tread-to-beam connectors shall be non-corrosive, and hidden from view. Metallic tread-to-beam connectors are not acceptable for this project.

L. Boardwalk supplier shall provide a field representative on site for a minimum of 2 days. Field representative shall be knowledgeable in the installation of precast concrete boardwalks.

1.4 QUALITY ASSURANCE

A. The contractor performing the installation of the pile foundations shall have installed piles of size and length similar to those shown on the plans for a minimum of three (3) years prior to the bid date for this project. The contractor shall submit a list containing at least three (3) projects completed in the last three (3) years on which the contractor has installed piles of a size and length similar to those shown on the plans. The list of projects shall contain names and phone numbers of owner's representatives who can verify the Contractor's participation on those projects.

B. Manufacturer Qualifications: Not less than 10 years experience in the actual production of precast products as described below.
   1. Components shall be factory fabricated and engineered by single entity. This entity shall be registered to do business in the State of Alabama.

2. Boardwalk supplier (Precaster) for the boardwalk shall have in-house color mixing facilities for color pigmentation.
3. Boardwalk supplier (Precaster) shall have either a minimum experience of 5 years or 50 boardwalk projects in design, production, and field consultation.
4. Boardwalk supplier (Precaster) must be certified by PCI or NPCA.
5. Precast components must be manufactured with the use of hot rolled steel skin in reinforced steel forms. Temporary (i.e., Timber) and/or single use forms are unacceptable unless approved in writing by the Boardwalk Engineer.

C. Acceptability Criteria for Treads and Curbs (if applicable): The finished visible (in the final installed position) surface shall have no obvious imperfections other than minimal color or texture variations from the approved samples or evidence of repairs when viewed in good typical daylight illumination with the unaided naked eye at a 20 ft. viewing distance. Appearance of the surface shall not be evaluated when light is illuminating the surface from an extreme angle as it tends to accentuate the minor surface irregularities. The following is a list of finish defects that shall be properly repaired, if obvious when viewed at a 20 ft. distance. Patching (by a trained skilled concrete repair person) is an acceptable repair method.

1. Ragged or irregular surfaces.
2. Excessive air voids (commonly called bug holes) larger than ¼ in. evident on the top surface of the tread or curbs (if applicable).
3. Adjacent flat and return surfaces with greater texture and/or color differences than the approved samples or mockups.
4. Casting and/or aggregate segregation lines evident from different concrete placement lifts and consolidation.
5. Visible mold joints or irregular surfaces.
6. Rust stains on exposed surfaces.
7. Units with excessive variation in texture and/or color from the approved samples, within the unit or compared with adjacent units.
8. Blocking stains evident on exposed surfaces.
9. Areas of backup concrete bleeding through the facing concrete.
10. Foreign material embedded in the surface.
11. Visible repairs at a 20 ft. viewing distance.
12. Reinforcement shadow lines.
13. Cracks visible at a 20 ft. viewings distance.

D. Installer Qualifications: Firm with 3 years experience in installation of systems similar in complexity to those required for this Project.

E. Mock-Up: Provide, if required by Architect/ Engineer, a mock-up for evaluation of the boardwalk showing the surface preparation techniques and application workmanship.

1. Finish areas designated by Architect / Engineer.
2. Do not proceed with remaining work until mock-up is accepted by Architect/ Engineer.
3. Refinish mock-up area as required to produce acceptable work.

1.5 DESIGN

A. For applications requiring minimum disturbance due to tree roots or other existing objects specified by the Owner to be avoided during construction, the Boardwalk Manufacturer requires the Contractor or Engineer/Architect to provide a survey of the proposed boardwalk location identifying items of interest including tree roots that cannot be disturbed per the Owner.

B. The designer of the boardwalk, foundation and railing system shall be a qualified registered Professional Engineer licensed in the State of Alabama and having a minimum of 20 years of experience in the design of concrete structures, foundation and railing systems.

C. DESIGN CRITERIA: The design of the boardwalk and railing system shall comply with the following guidelines:

1. AASHTO LRFD Guide Specifications for The Design of Pedestrian Bridges, 2nd Edition with 2015 Interim Revisions.
2. The Latest Version of AASHTO LRFD Bridge Design Specifications for Highway Bridges.
3. The Latest Version of American Concrete Institute Building Code and Commentary.
4. In addition to the dead loads of the system, the structure shall be designed for the live loads defined in Section 1.3.E above.

1.6 SUBMISSIONS: Prior to the start of fabrication or construction, the Contractor shall submit to the Engineer a design package, which shall include, but is not limited to, the following:

A. PRELIMINARY SUBMISSIONS: Prior to the start of fabrication or construction, the Contractor shall submit to the Engineer a design package, which shall include but not limited to the following:

1. DETAILED PLANS:

a. REGISTRATION / SEAL: Sealed by a licensed Professional Engineer (Alabama).
b. PLAN VIEW: Full plan view of the boardwalk, foundation and railing system drawn to scale. The plan view must reflect the proposed horizontal alignment as shown on the design plans.
c. ELEVATION VIEW: Full elevation view of the boardwalk, railing and foundation system drawn to scale which reflect the actual vertical alignment. Elevation views shall indicate the elevation at the top and bottom of the boardwalk and foundation system components, horizontal and vertical break points, and location of the finished grade.
d. DETAILS: Details of all boardwalk and railing system components and their connections such as the length, size and where changes occur; connections; etc.
e. CODE REFERENCE: Design parameters used along with AASHTO references.

2. DESIGN COMPUTATIONS: computations shall:

a. Be stamped by a licensed Professional Engineer in the State of Alabama.
b. Clearly refer to the applicable AASHTO provisions.

c. Include documentation of computer programs including all design parameters.
d. Clearly show that all reinforced precast treads and beams meet AASHTO requirements for the loading per Section 1.3.F.
e. Include sketches of reinforcement in treads and beams, shear and moment diagrams, and all equations used shall be referenced to applicable code.

3. CONSTRUCTION SPECIFICATIONS:

a. Construction methods specific to the boardwalk vendor chosen. Submittal requirements such as certification, quality and acceptance/rejection criteria shall be included. Details on connection of boardwalk units and foundation system such that assurance of uniform load transfer shall be checked.

B. FINAL SUBMISSION: Once a boardwalk, foundation and railing system design has been reviewed and accepted by the Owner, the Contractor shall submit the final plans. The designer of the boardwalk, foundation and railing system is responsible for the review of any drawings prepared for fabrication. One set of all approved shop drawings shall be submitted to the Engineer's permanent records.

C. SUBMITTALS: Product Data: Submit Manufacturer's technical product data for railing components and accessories.

Manufacturer to supply submittal drawings for approval to include the following:

1. Section-thru details.
2. Mounting methods.
3. Typical Elevations.
4. Key plan layout.

D. SHOP DRAWINGS: Shop drawings shall:
a. Be stamped by a licensed Professional Engineer in the State of Alabama.
b. Show actual field conditions and true elevation and location supplied after field verification.
c. Clearly detail reinforcement in beams, treads and curbs including clear dimension from concrete edge, size and amount of rebar.
d. Clearly state concrete reinforcement strength and epoxy coating where required as well as component weight and lifting locations.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

B. Field Measurements: Where handrails and railings are indicated to fit to other construction, check actual dimensions of other construction by accurate field measurements before fabrication; show recorded measurements on final shop drawings:

1. Where field measurements cannot be made without delaying the railing fabrication and delivery, obtain guaranteed dimensions in writing by the Contractor and proceed with fabrication of products so as not to delay fabrication, delivery and installation.

C. Coordinate fabrication and delivery schedule of handrails with construction progress and sequence to avoid delay of railing installation.

1.8 WARRANTY:

A. Contractor will be responsible for installation defects associated with the boardwalk and abutment components, foundation system, and railings for a period of 12 calendar months from the date of final acceptance by the Owner.

B. Boardwalk manufacturer shall warranty all precast concrete components against defects in material and workmanship for a period of 10 years.

C. Railing manufacturer shall warranty the railing against defects in materials and workmanship for a period of 12 months.

1.9 MEASUREMENT AND PAYMENT

A. Precast concrete boardwalk, railings, and foundations shall be paid for at the contract lump sum price as listed in the bid proposal for “Precast Concrete Boardwalk”. This price shall include all materials, equipment, labor and work necessary for and incidental to the design, construction, delivery, unloading, assembly, and placement of the boardwalk and foundation as shown in the contract plans including all railings on the superstructure.

PART 2-MATERIALS & TESTING

2.1 PRECAST CONCRETE: shall conform to the following:

a. The minimum compressive strength of the concrete shall be 4000 psi measured at 28 days.
b. All precast concrete shall contain fiber reinforcing as well as structural steel reinforcement as designed by the Engineer of record.
c. All precast concrete components shall be air entrained composed of Portland cement, fine and course aggregates, admixtures and water. The air-entraining feature may be obtained by the use of either an air entraining Portland cement or an air entraining admixture. The entrained air-content shall be not less than four percent or more than seven percent.

PART 3 - EXECUTION

1.1 PRECAST CONCRETE BOARDWALK

A. Installation of the precast concrete boardwalk system and railings, if applicable, shall be performed in accordance to the approved plans and manufacturers installation instructions. Boardwalk manufacturer shall provide a field representative to review installation instructions with the Contractor and Engineer and to certify that the installation has been performed according to the approved drawings and manufacturer’s instructions.

END OF SECTION

SECTION 26 0500

OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY AND ARC FLASH HAZARD STUDY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes computer-based, fault-current and overcurrent protective device coordination studies, and ARC flash studies. Protective devices shall be set based on results of the protective device coordination study.

1.3 ACTION SUBMITTALS

A. Product Data: For computer software program to be used for studies.

B. Other Action Submittals: The following submittals shall be made after the approval process for system protective devices has been completed. Submittals shall be in digital form.

1. Coordination-study input data, including completed computer program input data sheets.

2. Study and Equipment Evaluation Reports.

3. Coordination-Study Report.

4. ARC Flash Hazard Report

1.4 INFORMATIONAL SUBMITTALS

A. Product Certificates: For coordination-study, fault-current-study, ARC Flash Hazard computer software programs, certifying compliance with IEEE 399 and 1584.

1.5 QUALITY ASSURANCE

A. Studies shall use computer programs that are distributed nationally and are in wide use. Software algorithms shall comply with requirements of standards and guides specified in this Section. Manual calculations are not acceptable.

B. Study Specialist Qualifications: An entity experienced in the application of computer software used for studies, having performed successful studies of similar magnitude on electrical distribution systems using similar devices.

1. Professional engineer, licensed in the state where Project is located, shall be responsible for the study. All elements of the study shall be performed under the direct supervision

and control of engineer.

C. Comply with IEEE 242 for short-circuit currents and coordination time intervals.

D. Comply with IEEE 399 for general study procedures.

E. Comply with IEEE 1584 for Arc-Flash hazard calculations.

PART 2 - PRODUCTS

2.1 COMPUTER SOFTWARE DEVELOPERS

A. Computer Software Developers: Subject to compliance with requirements, provide products by one of the following:

1. SKM Systems Analysis, Inc.

2.2 COMPUTER SOFTWARE PROGRAM REQUIREMENTS

A. Comply with IEEE 399 and 1584.

B. Analytical features of fault-current-study computer software program shall include "mandatory," "very desirable," and "desirable" features as listed in IEEE 399.

C. Computer software program shall be capable of plotting and diagramming time-current-characteristic curves as part of its output. Computer software program shall report device settings and ratings of all overcurrent protective devices and shall demonstrate selective coordination by computer-generated, time-current coordination plots.

1. Optional Features:

a. Arcing faults.

b. Simultaneous faults.

c. Explicit negative sequence.

d. Mutual coupling in zero sequence.

D. Computer software program shall be capable of determining: bolted fault currents, arc fault currents, protective device characteristics, duration of arcs, incident energy for all equipment, flash-boundary of all equipment.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine Project overcurrent protective device submittals for compliance with electrical distribution system coordination requirements and other conditions affecting performance. Devices to be coordinated are indicated on Drawings.

1. Proceed with coordination study only after relevant equipment submittals have been assembled. Overcurrent protective devices that have not been submitted and approved prior to coordination study may not be used in study.

3.2 POWER SYSTEM DATA

A. Gather and tabulate the following input data to support coordination study:

1. Product Data for overcurrent protective devices specified in other electrical Sections and involved in overcurrent protective device coordination studies. Use equipment designation tags that are consistent with electrical distribution system diagrams, overcurrent protective device submittals, input and output data, and recommended device settings.

2. Impedance of utility service entrance.

3. Electrical Distribution System Diagram: In hard-copy and electronic-copy formats, showing the following:

a. Circuit-breaker and fuse-current ratings and types.

b. Relays and associated power and current transformer ratings and ratios.

c. Transformer kilovolt amperes, primary and secondary voltages, connection type, impedance, and X/R ratios.

d. Generator kilovolt amperes, size, voltage, and source impedance.

e. Cables: Indicate conduit material, sizes of conductors, conductor material, insulation, and length.

f. Busway ampacity and impedance.

g. Motor horsepower and code letter designation according to NEMA MG 1.

4. Data sheets to supplement electrical distribution system diagram, cross-referenced with tag numbers on diagram, showing the following:

a. Special load considerations, including starting inrush currents and frequent starting and stopping.

b. Transformer characteristics, including primary protective device, magnetic inrush current, and overload capability.

c. Motor full-load current, locked rotor current, service factor, starting time, type of start, and thermal-damage curve.

d. Generator thermal-damage curve.

e. Ratings, types, and settings of utility company's overcurrent protective devices.

f. Special overcurrent protective device settings or types stipulated by utility company.

g. Time-current-characteristic curves of devices indicated to be coordinated.

h. Manufacturer, frame size, interrupting rating in amperes rms symmetrical, ampere or current sensor rating, long-time adjustment range, short-time adjustment range, and instantaneous adjustment range for circuit breakers.

i. Manufacturer and type, ampere-tap adjustment range, time-delay adjustment range, instantaneous attachment adjustment range, and current transformer ratio for overcurrent relays.

j. Panelboards, switchboards, motor-control center ampacity, and interrupting rating in amperes rms symmetrical.

3.3 FAULT-CURRENT STUDY

A. Calculate the maximum available short-circuit current in amperes rms symmetrical at circuit-breaker positions of the electrical power distribution system. The calculation shall be for a current immediately after initiation and for a three-phase bolted short circuit.

B. Calculate momentary and interrupting duties on the basis of maximum available fault current.

C. Calculations to verify interrupting ratings of overcurrent protective devices shall comply with IEEE 241 and IEEE 242.

1. Transformers:

a. ANSI C57.12.10.

b. ANSI C57.12.22.

c. ANSI C57.12.40.

d. IEEE C57.12.00.

e. IEEE C57.96.

2. Low-Voltage Circuit Breakers: IEEE 1015 and IEEE C37.20.1.

D. Calculate Arc-Flash hazards per IEEE 1584.

E. Study Report:

1. Show calculated X/R ratios and equipment interrupting rating (1/2-cycle) fault currents on electrical distribution system diagram.

F. Equipment Evaluation Report:

1. For 600-V overcurrent protective devices, ensure that interrupting ratings are equal to or higher than calculated 1/2-cycle symmetrical fault current.

2. For devices and equipment rated for asymmetrical fault current, apply multiplication factors listed in the standards to 1/2-cycle symmetrical fault current.
3. Verify adequacy of phase conductors at maximum three-phase bolted fault currents; verify adequacy of equipment grounding conductors and grounding electrode conductors at maximum ground-fault currents. Ensure that short-circuit withstand ratings are equal to or higher than calculated 1/2-cycle symmetrical fault current.

3.4 COORDINATION STUDY

A. Perform coordination study using approved computer software program. Prepare a written report using results of fault-current study. Comply with IEEE 399.

1. Calculate the maximum and minimum 1/2-cycle short-circuit currents.

2. Calculate the maximum and minimum ground-fault currents.

B. Comply with IEEE 241 recommendations for fault currents and time intervals.

C. Transformer Primary Overcurrent Protective Devices:

1. Device shall not operate in response to the following:

a. Inrush current when first energized.

b. Self-cooled, full-load current or forced-air-cooled, full-load current, whichever is specified for that transformer.

c. Permissible transformer overloads according to IEEE C57.96 if required by unusual loading or emergency conditions.

2. Device settings shall protect transformers according to IEEE C57.12.00, for fault currents.

D. Conductor Protection: Protect cables against damage from fault currents according to ICEA P-32-382, ICEA P-45-482, and conductor melting curves in IEEE 242. Demonstrate that equipment withstands the maximum short-circuit current for a time equivalent to the tripping time of the primary relay protection or total clearing time of the fuse. To determine temperatures that damage insulation, use curves from cable manufacturers or from listed standards indicating conductor size and short-circuit current.

E. Coordination-Study Report: Prepare a written report indicating the following results of coordination study:

1. Tabular Format of Settings Selected for Overcurrent Protective Devices:

a. Device tag.

b. Relay-current transformer ratios; and tap, time-dial, and instantaneous-pickup values.

c. Circuit-breaker sensor rating; and long-time, short-time, and instantaneous settings.

d. Fuse-current rating and type.

e. Ground-fault relay-pickup and time-delay settings.

2. Coordination Curves: Prepared to determine settings of overcurrent protective devices to achieve selective coordination. Graphically illustrate that adequate time separation exists between devices installed in series, including power utility company's upstream devices. Prepare separate sets of curves for the switching schemes and for emergency periods where the power source is local generation. Show the following information:

a. Device tag.

b. Voltage and current ratio for curves.

c. Three-phase and single-phase damage points for each transformer.

d. No damage, melting, and clearing curves for fuses.

e. Cable damage curves.

f. Transformer inrush points.

g. Maximum fault-current cutoff point.

F. Completed data sheets for setting of overcurrent protective devices.

3.5 ARC FLASH STUDY REPORT

A. Tabular format showing the following:

1. Bus Name

2. Protective Device Name

3. Bus kV

4. Bus Bolted Fault (kA)

5. Bus Arcing Fault (kA)

6. Protective Device Bolted Fault (kA)

7. Protective Device Arcing Fault (kA)

8. Trip/Delay Time

9. Breaker Opening Time

10. Ground

11. Equipment Type

12. Gap (mm)

13. Arc Flash Boundary (in)
14. Working Distance (in)

15. Incident Energy (cal/cm2)

16. PPE Level

B. Provide labels for all equipment Per NEC 70E, NEC 70, OSHA, and IEEE

1584. END OF SECTION 260500

SECTION 26 0519

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Copper building wire rated 600 V or less.

2. Connectors, splices, and terminations rated 600 V and less.

B. Related Requirements:

1. Section 271500 "Communications Horizontal Cabling" for cabling used for voice and data circuits.

1.2 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE

A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.

B. Standards:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

2. RoHS compliant.

3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

C. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.

D. Conductor Insulation:

1. Type RHH and Type RHW-2: Comply with UL 44.

2. Type USE-2 and Type SE: Comply with UL 854.

3. Type THHN and Type THWN-2: Comply with UL 83.

4. Type THW and Type THW-2: Comply with NEMA WC-70/ICEA S-95-658 and UL 83.

5. Type XHHW-2: Comply with UL 44.]

2.2 CONNECTORS AND SPLICES

A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

B. Jacketed Cable Connectors: For steel and aluminum jacketed cables, zinc die-cast with set screws, designed to connect conductors specified in this Section.

C. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.

1. Material: Copper.

2. Type: Two hole with standard barrels.

3. Termination: Compression.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

A. Feeders: Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

B. Feeders: Copper for feeders smaller than No. 4 AWG; copper or aluminum for feeders No. 4 AWG and larger. Conductors shall be solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

C. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

D. Branch Circuits: Copper. Solid for No. 12 AWG and smaller; stranded for No. 10 AWG and larger.

E. Power-Limited Fire Alarm and Control: Solid for No. 12 AWG and smaller.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

A. Service Entrance: Type XHHW-2, single conductors in raceway.

B. Exposed Feeders: Type THHN/THWN-2, single conductors in raceway.

C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspaces: Type THHN/THWN-2, single conductors in raceway.

D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type XHHW-2, single conductors in raceway.

E. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN/THWN-2, single conductors in raceway.

F. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN/THWN-2, single conductors in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.

B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.

C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

3.4 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.

B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

C. Wiring at Outlets: Install conductor at each outlet, with at least 12 inches (300 mm) of slack.

3.5 IDENTIFICATION

A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."

B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.7 FIRESTOPPING

A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 078413 "Penetration Firestopping."

END OF SECTION 260519

SECTION 26 0526

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes grounding and bonding systems and equipment.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 QUALITY ASSURANCE

A. Testing Agency Qualifications: Certified by NETA.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with UL 467 for grounding and bonding materials and equipment.

2.2 CONDUCTORS

A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.

B. Bare Copper Conductors:

1. Solid Conductors: ASTM B 3.

2. Stranded Conductors: ASTM B 8.

3. Tinned Conductors: ASTM B 33.

4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.

5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.

6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.

7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.

2.3 CONNECTORS

A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.

B. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

C. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

D. Beam Clamps: Mechanical type, terminal, ground wire access from four directions, with dual, tin-plated or silicon bronze bolts.

E. Cable-to-Cable Connectors: Compression type, copper or copper alloy.

F. Cable Tray Ground Clamp: Mechanical type, zinc-plated malleable iron.

G. Conduit Hubs: Mechanical type, terminal with threaded hub.

H. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.

I. Lay-in Lug Connector: Mechanical type, copper rated for direct burial terminal with set screw.

J. Signal Reference Grid Clamp: Mechanical type, stamped-steel terminal with hex head screw.

K. Straps: Solid copper, copper lugs. Rated for 600 A.

L. Tower Ground Clamps: Mechanical type, copper or copper alloy, terminal two-piece clamp.

M. U-Bolt Clamps: Mechanical type, copper or copper alloy, terminal listed for direct burial.

N. Water Pipe Clamps:

1. Mechanical type, two pieces with zinc-plated bolts.

    a. Material: Die-cast zinc alloy.

    b. Listed for direct burial.

2. U-bolt type with malleable-iron clamp and copper ground connector rated for direct burial.

2.4 GROUNDING ELECTRODES

A. Ground Rods: Copper-clad steel; 5/8 by 96 inches (16 by 2400 mm).

B. Ground Plates: 1/4 inch (6 mm) thick, hot-dip galvanized.

PART 3 - EXECUTION

3.1 APPLICATIONS

A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.

B. Underground Grounding Conductors: Install bare tinned-copper conductor, No. 2/0 AWG minimum.

1. Bury at least 24 inches (600 mm) below grade.

C. Conductor Terminations and Connections:

1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.

2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.

3. Connections to Ground Rods at Test Wells: Bolted connectors.

4. Connections to Structural Steel: Welded connectors.

3.2 GROUNDING AT THE SERVICE

A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

3.3 GROUNDING SEPARATELY DERIVED SYSTEMS

3.4 EQUIPMENT GROUNDING

A. Install insulated equipment grounding conductors with all feeders and branch circuits.

B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:

1. Feeders and branch circuits.

2. Lighting circuits.

3. Receptacle circuits.

4. Single-phase motor and appliance branch circuits.

5. Three-phase motor and appliance branch circuits.

6. Flexible raceway runs.

7. X-Ray Equipment Circuits: Install insulated equipment grounding conductor in circuits supplying x-ray equipment.

C. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct- mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.

D. Water Heater, Heat-Tracing, and Antifrost Heating Cables: Install a separate insulated equipment grounding conductor to each electric water heater and heat-tracing cable. Bond conductor to heater units, piping, connected equipment, and components.

E. Poles Supporting Outdoor Lighting Fixtures: Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.

3.5 INSTALLATION

A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

B. Ground Rods: Drive rods until tops are 2 inches (50 mm) below finished floor or final grade unless otherwise indicated.

1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.

C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.

1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.

2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.

3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

D. Grounding and Bonding for Piping:

1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.

2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.

3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.

3.6 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Tests and Inspections:

1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.

2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.

3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at individual ground rods. Make tests at ground rods before any conductors are connected.

a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.

b. Perform tests by fall-of-potential method according to IEEE 81.

4. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.

C. Grounding system will be considered defective if it does not pass tests and inspections.

D. Prepare test and inspection reports.

E. Report measured ground resistances that exceed the following values:

1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 ohms.

2. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: 5 ohms.

3. Power Distribution Units or Panelboards Serving Electronic Equipment: 1 ohm(s).

F. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

SECTION 26 0533

RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Metal conduits and fittings.

2. Nonmetallic conduits and fittings.

3. Metal wireways and auxiliary gutters.

4. Surface raceways.

5. Boxes, enclosures, and cabinets.

B. Related Requirements:

1. Section 078413 "Penetration Firestopping" for firestopping at conduit and box entrances.

PART 2 - PRODUCTS

2.1 METAL CONDUITS AND FITTINGS

A. Metal Conduit:

1. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2. GRC: Comply with ANSI C80.1 and UL 6.

3. IMC: Comply with ANSI C80.6 and UL 1242.

4. EMT: Comply with ANSI C80.3 and UL 797.

5. FMC: Comply with UL 1; zinc-coated steel.

6. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.

B. Metal Fittings: Comply with NEMA FB 1 and UL 514B.

1. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2. Fittings, General: Listed and labeled for type of conduit, location, and use.

3. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 1203 and NFPA 70.

4. Fittings for EMT:

   a. Material: Steel.

   b. Type: compression.

5. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.

6. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch (1 mm), with overlapping sleeves protecting threaded joints.

C. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS AND FITTINGS

A. Nonmetallic Conduit:

B. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

1. ENT: Comply with NEMA TC 13 and UL 1653.

2. RNC: Type EPC-40-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.

3. LFNC: Comply with UL 1660.

C. Nonmetallic Fittings:

1. Fittings, General: Listed and labeled for type of conduit, location, and use.

2. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.

3. Fittings for LFNC: Comply with UL 514B.

4. Solvents and Adhesives: As recommended by conduit manufacturer.

2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

A. Description: Sheet metal, complying with UL 870 and NEMA 250, Type as required for environment and sized according to NFPA 70.

1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

2.4 BOXES, ENCLOSURES, AND CABINETS

A. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.

B. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.

C. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, aluminum, Type FD, with gasketed cover.

D. Metal Floor Boxes:

1. Material: As indicated.

2. Type: As indicated.

3. Shape: Rectangular.

4. Listing and Labeling: Metal floor boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

E. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb (23 kg). Outlet boxes designed for attachment of luminaires weighing more than 50 lb (23 kg) shall be listed and marked for the maximum allowable weight.

F. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

G. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum with gasketed cover.

H. Box extensions used to accommodate new building finishes shall be of same material as recessed box.

I. Device Box Dimensions: 4 inches square by 2-1/8 inches deep (100 mm square by 60 mm deep).

J. Gangable boxes are allowed.

K. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type as required for environment, with continuous-hinge cover with flush latch unless otherwise indicated.

1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.

2. Nonmetallic Enclosures: Plastic.

3. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.

L. Cabinets:

1. NEMA 250, Type as required for environment, galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
2. Hinged door in front cover with flush latch and concealed hinge.

3. Key latch to match panelboards.

4. Metal barriers to separate wiring of different systems and voltage.

5. Accessory feet where required for freestanding equipment.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

A. Outdoors: Apply raceway products as specified below unless otherwise indicated:

1. Exposed Conduit: GRC.

2. Concealed Conduit, Aboveground: GRC.

3. Underground Conduit: RNC, Type EPC-40-PVC, direct buried.

4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.

5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.

B. Indoors: Apply raceway products as specified below unless otherwise indicated.

1. Exposed, Not Subject to Physical Damage: EMT.

2. Exposed, Not Subject to Severe Physical Damage: EMT.

3. Exposed and Subject to Severe Physical Damage: IMC. Raceway locations include the following:

a. Loading dock.

b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.

c. Mechanical rooms.

4. Concealed in Ceilings and Interior Walls and Partitions: EMT.

5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.

6. Damp or Wet Locations: IMC.

7. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations.

C. Minimum Raceway Size: 3/4-inch (21-mm) trade size.

D. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.

2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.

3. EMT: Use compression, steel fittings. Comply with NEMA FB 2.10.

4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.

E. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.

F. Install surface raceways only where indicated on Drawings.

G. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F (49 deg C).

3.2 INSTALLATION

A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.

B. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.

C. Do not install raceways or electrical items on any "explosion-relief" walls or rotating equipment.

D. Do not fasten conduits onto the bottom side of a metal deck roof.

E. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

F. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.

G. Arrange stub-ups so curved portions of bends are not visible above finished slab.

H. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches (300 mm) of changes in direction.

I. Make bends in raceway using large-radius preformed ells. Field bending shall be according to NFPA 70 minimum radii requirements. Use only equipment specifically designed for material and size involved.

J. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.

K. Support conduit within 12 inches (300 mm) of enclosures to which attached.

L. Raceways Embedded in Slabs:

1. Run conduit larger than 1-inch (27-mm) trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support. Secure raceways to reinforcement at maximum 10-foot (3-m) intervals.

2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.

3. Arrange raceways to keep a minimum of 2 inches (50 mm) of concrete cover in all directions.

4. Do not embed threadless fittings in concrete unless specifically approved by Architect for each specific location.

5. Change from ENT to IMC before rising above floor.

M. Stub-ups to Above Recessed Ceilings:

1. Use EMT, IMC, or RMC for raceways.

2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.

N. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

O. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.

P. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.

Q. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch (35-mm) trade size and insulated throat metal bushings on 1-1/2-inch (41-mm) trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.

R. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.

S. Surface Raceways:

1. Install surface raceway with a minimum 2-inch (50-mm) radius control at bend points.

2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches (1200 mm) and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.

T. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces.

U. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:

1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.

2. Where an underground service raceway enters a building or structure.

3. Conduit extending from interior to exterior of building.

4. Conduit extending into pressurized duct and equipment.

5. Conduit extending into pressurized zones that are automatically controlled to maintain different pressure set points.

6. Where otherwise required by NFPA 70.

V. Expansion-Joint Fittings:

1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F (17 deg C) and that has straight-run length that exceeds 25 feet (7.6 m).

2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:

a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F (70 deg C) temperature change.

b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F (86 deg C) temperature change.

c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F (70 deg C) temperature change.

d. Attics: 135 deg F (75 deg C) temperature change.

3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per degree F (0.06 mm per meter of length of straight run per degree C) of temperature change for PVC conduits.
4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.

5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.

W. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 36 inches (915 mm) of flexible conduit for recessed and semirecessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.

1. Use LFMC in damp or wet locations subject to severe physical damage.

2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.

X. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.

Y. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between the box and cover plate or the supported equipment and box.

Z. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.

AA. Locate boxes so that cover or plate will not span different building finishes.

BB. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.

CC. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

DD. Set metal floor boxes level and flush with finished floor surface.

3.3 INSTALLATION OF UNDERGROUND CONDUIT

A. Direct-Buried Conduit:

1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified in Section 312000 "Earth Moving" for pipe less than 6 inches (150 mm) in nominal diameter.

2. Install backfill as specified in Section 312000 "Earth Moving."

3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches (300 mm) of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Section 312000 "Earth Moving."

4. Install manufactured duct elbows for stub-up at poles and equipment and at building entrances through floor unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.

5. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.

   a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches (75 mm) of concrete for a minimum of 12 inches (300 mm) on each side of the coupling.

   b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches (1500 mm) from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.

6. Underground Warning Tape: Comply with requirements in Section 260553 "Identification for Electrical Systems."

3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.

B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch (12.5-mm) sieve to No. 4 (4.75-mm) sieve and compacted to same density as adjacent undisturbed earth.

C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch (25 mm) above finished grade.

D. Install handholes with bottom below frost line, below grade.

E. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

3.5 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.6 FIRESTOPPING

A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

3.7 PROTECTION

A. Protect coatings, finishes, and cabinets from damage and deterioration.

1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.

2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

SECTION 26 0544

SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Sleeves for raceway and cable penetration of non-fire-rated construction walls and floors.
2. Sleeve-seal systems.
3. Sleeve-seal fittings.
4. Grout.
5. Silicone sealants.

B. Related Requirements:

1. Section 078413 "Penetration Firestopping" for penetration firestopping installed in fire-resistance-rated walls, horizontal assemblies, and smoke barriers, with and without penetrating items.

PART 2 - PRODUCTS

2.1 SLEEVES

A. Wall Sleeves:

1. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, plain ends.
2. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop unless otherwise indicated.

B. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies: Galvanized-steel sheet; 0.0239-inch (0.6-mm) minimum thickness; round tube closed with welded longitudinal joint, with tabs for screw-fastening the sleeve to the board.

C. Sleeves for Rectangular Openings:

1. Material: Galvanized sheet steel.
2. Minimum Metal Thickness:

a. For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and with no side larger than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).

b. For sleeve cross-section rectangle perimeter 50 inches (1270 mm) or more and one or more sides larger than 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).

2.2 SLEEVE-SEAL SYSTEMS

A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.

1. Sealing Elements: EPDM rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.

2. Pressure Plates: Carbon steel.

3. Connecting Bolts and Nuts: Carbon steel, with corrosion-resistant coating, of length required to secure pressure plates to sealing elements.

2.3 SLEEVE-SEAL FITTINGS

A. Description: Manufactured plastic, sleeve-type, waterstop assembly made for embedding in concrete slab or wall. Unit shall have plastic or rubber waterstop collar with center opening to match piping OD.

2.4 GROUT

A. Description: Nonshrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.

B. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.

C. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.

D. Packaging: Premixed and factory packaged.

2.5 SILICONE SEALANTS

A. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below.

1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces that are not fire rated.

B. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.

PART 3 - EXECUTION

3.1 SLEEVE INSTALLATION FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

A. Comply with NECA 1.

B. Comply with NEMA VE 2 for cable tray and cable penetrations.

C. Sleeves for Conduits Penetrating Above-Grade Non-Fire-Rated Concrete and Masonry-Unit Floors and Walls:

1. Interior Penetrations of Non-Fire-Rated Walls and Floors:

a. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Section 079200 "Joint Sealants."

b. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect material while curing.

2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.

3. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and raceway or cable unless sleeve seal is to be installed.

4. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.

5. Install sleeves for floor penetrations. Extend sleeves installed in floors 2 inches (50 mm) above finished floor level. Install sleeves during erection of floors.

D. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies:

1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.

2. Seal space outside of sleeves with approved joint compound for gypsum board assemblies.

E. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.

F. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.

G. Underground, Exterior-Wall and Floor Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between raceway or cable and sleeve for installing sleeve-seal system.

3.2 SLEEVE-SEAL-SYSTEM INSTALLATION

A. Install sleeve-seal systems in sleeves in exterior concrete walls and slabs-on-grade at raceway entries into building.

B. Install type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.3 SLEEVE-SEAL-FITTING INSTALLATION

A. Install sleeve-seal fittings in new walls and slabs as they are constructed.

B. Assemble fitting components of length to be flush with both surfaces of concrete slabs and walls. Position waterstop flange to be centered in concrete slab or wall.

C. Secure nailing flanges to concrete forms.

D. Using grout, seal the space around outside of sleeve-seal

fittings. END OF SECTION 260544

SECTION 26 0553
IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Color and legend requirements for raceways, conductors, and warning labels and signs.

2. Labels.

3. Bands and tubes.

4. Tapes and stencils.

5. Tags.

6. Signs.

7. Cable ties.

8. Paint for identification.

9. Fasteners for labels and signs.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each type of label and sign to illustrate composition, size, colors, lettering style, mounting provisions, and graphic features of identification products.

C. Delegated-Design Submittal: For arc-flash hazard study.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Comply with ASME A13.1 and IEEE C2.

B. Comply with NFPA 70.

C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.

D. Comply with ANSI Z535.4 for safety signs and labels.

E. Comply with NFPA 70E and Section 260573.19 "Arc-Flash Hazard Analysis" requirements for arc-flash warning labels.

F. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

G. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.

1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.2 COLOR AND LEGEND REQUIREMENTS

A. Raceways and Cables Carrying Circuits at 600 V or Less:

1. Black letters on an orange field.

2. Legend: Indicate voltage and system or service type.

B. Color-Coding for Phase- and Voltage-Level Identification, 600 V or Less: Use colors listed below for ungrounded service and feeder conductors.

1. Color shall be factory applied or field applied for sizes larger than No. 8 AWG if authorities having jurisdiction permit.

2. Colors for 208/120-V Circuits:

a. Phase A: Black.

b. Phase B: Red.

c. Phase C: Blue.

3. Colors for 240-V Circuits:

a. Phase A: Black.

b. Phase B: Red.

4. Colors for 480/277-V Circuits:

a. Phase A: Brown.

b. Phase B: Orange.

c. Phase C: Yellow.

5. Color for Neutral: White for 120/208-V and gray for 277/480-V.

6. Color for Equipment Grounds: Bare copper or Green.

7. Colors for Isolated Grounds: Green with white stripe.

C. Warning Label Colors:

1. Identify system voltage with black letters on an orange background.

D. Warning labels and signs shall include, but are not limited to, the following legends:

1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."

2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."

E. Equipment Identification Labels:

1. Black letters on a white field.

2.3 LABELS

A. Vinyl Wraparound Labels: Preprinted, flexible labels laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing label ends.

B. Snap-around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeves, with diameters sized to suit diameter and that stay in place by gripping action.

C. Self-Adhesive Wraparound Labels: Preprinted, 3-mil- (0.08-mm-) thick, polyester flexible label with acrylic pressure-sensitive adhesive.

1. Self-Lamination: Clear; UV-, weather- and chemical-resistant; self-laminating, protective shield over the legend. Labels sized such that the clear shield overlaps the entire printed legend.

2. Marker for Labels: Machine-printed, permanent, waterproof, black ink recommended by printer manufacturer.

D. Self-Adhesive Labels: Vinyl, thermal, transfer-printed, 3-mil- (0.08-mm-) thick, multicolor, weather- and UV-resistant, pressure-sensitive adhesive labels, configured for intended use and location.

1. Minimum Nominal Size:

a. 1-1/2 by 6 inches (37 by 150 mm)for raceway and conductors.

b. 3-1/2 by 5 inches (76 by 127 mm)for equipment.

c. As required by authorities having jurisdiction.

2.4 BANDS AND TUBES

A. Snap-around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeves, 2 inches (50 mm) long, with diameters sized to suit diameter and that stay in place by gripping action.

B. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tubes with machine-printed identification labels, sized to suit diameters of and shrunk to fit firmly around item being identified. Full shrink recovery occurs at a maximum of 200 deg F (93 deg C). Comply with UL 224.

2.5 TAPES AND STENCILS

A. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

B. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide; compounded for outdoor use.

C. Tape and Stencil: 4-inch- (100-mm-) wide black stripes on 10-inch (250-mm) centers placed diagonally over orange background and is 12 inches (300 mm) wide. Stop stripes at legends.

D. Floor Marking Tape: 2-inch- (50-mm-) wide, 5-mil (0.125-mm) pressure-sensitive vinyl tape, with yellow and black stripes and clear vinyl overlay.

E. Underground-Line Warning Tape:

1. Tape:

a. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.

b. Printing on tape shall be permanent and shall not be damaged by burial operations.

c. Tape material and ink shall be chemically inert and not subject to degradation when exposed to acids, alkalis, and other destructive substances commonly found in soils.

2. Color and Printing:

a. Comply with ANSI Z535.1, ANSI Z535.2, ANSI Z535.3, ANSI Z535.4, and ANSI Z535.5.

b. Inscriptions for Red-Colored Tapes: "ELECTRIC LINE, HIGH VOLTAGE" Insert inscription.

c. Inscriptions for Orange-Colored Tapes: "TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE".

F. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch (25 mm).

2.6 TAGS

A. Write-on Tags:

1. Polyester Tags: 0.010 inch (0.25 mm) thick, with corrosion-resistant grommet and cable tie for attachment.

2. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.

2.7 SIGNS

A. Baked-Enamel Signs:

1. Preprinted aluminum signs, high-intensity reflective, punched or drilled for fasteners, with colors, legend, and size required for application.

2. 1/4-inch (6.4-mm) grommets in corners for mounting.

3. Nominal Size: 7 by 10 inches (180 by 250 mm).

B. Metal-Backed Butyrate Signs:

1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs, with 0.0396-inch (1-mm) galvanized-steel backing, punched and drilled for fasteners, and with colors, legend, and size required for application.

2. 1/4-inch (6.4-mm) grommets in corners for mounting.

3. Nominal Size: 10 by 14 inches (250 by 360 mm).

C. Laminated Acrylic or Melamine Plastic Signs:

1. Engraved legend.

2. Thickness:

a. For signs up to 20 sq. in. (129 sq. cm), minimum 1/16 inch (1.6 mm) thick.

b. For signs larger than 20 sq. in. (129 sq. cm), 1/8 inch (3.2 mm) thick.

c. Engraved legend with black letters on white face.

d. Punched or drilled for mechanical fasteners with 1/4-inch (6.4-mm) grommets in corners for mounting.

e. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.8 CABLE TIES

A. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, and

Type 6/6 nylon.

1. Minimum Width: 3/16 inch (5 mm).

2. Tensile Strength at 73 Deg F (23 Deg C) according to ASTM D 638: 12,000 psi (82.7 MPa).

3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).

4. Color: Black, except where used for color-coding.

B. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.

1. Minimum Width: 3/16 inch (5 mm).

2. Tensile Strength at 73 Deg F (23 Deg C) according to ASTM D 638: 12,000 psi (82.7 MPa).

3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).

4. Color: Black.

C. Plenum-Rated Cable Ties: Self-extinguishing, UV stabilized, one piece, and self-locking.

1. Minimum Width: 3/16 inch (5 mm).

2. Tensile Strength at 73 Deg F (23 Deg C) according to ASTM D 638: 7000 psi (48.2 MPa).

3. UL 94 Flame Rating: 94V-0.

4. Temperature Range: Minus 50 to plus 284 deg F (Minus 46 to plus 140 deg C).

5. Color: Black.

2.9 MISCELLANEOUS IDENTIFICATION PRODUCTS

A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Retain paint system applicable for surface material and location (exterior or interior).

B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.

B. Install identifying devices before installing acoustical ceilings and similar concealment.

C. Verify identity of each item before installing identification products.

D. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.

E. Apply identification devices to surfaces that require finish after completing finish work.

F. Install signs with approved legend to facilitate proper identification, operation, and maintenance of electrical systems and connected items.

G. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.

H. System Identification for Raceways and Cables under 600 V: Identification shall completely encircle cable or conduit. Place identification of two-color markings in contact, side by side.

1. Secure tight to surface of conductor, cable, or raceway.

I. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.

J. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch- (10-mm-) high letters for emergency instructions at equipment used for power transfer.

K. Elevated Components: Increase sizes of labels, signs, and letters to those appropriate for viewing from the floor.

L. Accessible Fittings for Raceways: Identify the covers of each junction and pull box of the following systems with the wiring system legend and system voltage. System legends shall be as follows:

1. "EMERGENCY POWER."

2. "POWER."

M. Vinyl Wraparound Labels:

1. Secure tight to surface at a location with high visibility and accessibility.

2. Attach labels that are not self-adhesive type with clear vinyl tape, with adhesive appropriate to the location and substrate.

N. Snap-around Labels: Secure tight to surface at a location with high visibility and accessibility.

O. Self-Adhesive Wraparound Labels: Secure tight to surface of raceway or cable at a location with high visibility and accessibility.

P. Self-Adhesive Labels:

1. On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and operation and maintenance manual.

2. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on 1-1/2-inch- (38-mm-) high label; where two lines of text are required, use labels 2 inches (50 mm) high.

Q. Snap-around Color-Coding Bands: Secure tight to surface at a location with high visibility and accessibility.

R. Heat-Shrink, Preprinted Tubes: Secure tight to surface at a location with high visibility and accessibility.

S. Marker Tapes: Secure tight to surface at a location with high visibility and accessibility.

T. Self-Adhesive Vinyl Tape: Secure tight to surface at a location with high visibility and accessibility.

1. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding.

U. Tape and Stencil: Comply with requirements in painting Sections for surface preparation and paint application.

V. Floor Marking Tape: Apply stripes to finished surfaces following manufacturer's written instructions.

W. Underground Line Warning Tape:

1. During backfilling of trenches, install continuous underground-line warning tape directly above cable or raceway at 6 to 8 inches (150 to 200 mm) below finished grade. Use multiple tapes where width of multiple lines installed in a common trench or concrete envelope exceeds 16 inches (400 mm) overall.

2. Limit use of underground-line warning tape to direct-buried cables.

3. Install underground-line warning tape for direct-buried cables and cables in raceways.

X. Write-on Tags:

1. Place in a location with high visibility and accessibility.

2. Secure using general-purpose cable ties.

Y. Baked-Enamel Signs:

1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.

2. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high

letters on minimum 1-1/2-inch- (38-mm-) high sign; where two lines of text are required, use signs minimum 2 inches (50 mm) high.

Z. Metal-Backed Butyrate Signs:

1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
2. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on minimum 1-1/2-inch- (38-mm-) high sign; where two lines of text are required, use signs minimum 2 inches (50 mm) high.

AA. Laminated Acrylic or Melamine Plastic Signs:

1. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.

2. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on minimum 1-1/2-inch- (38-mm-) high sign; where two lines of text are required, use signs minimum 2 inches (50 mm) high.

BB. Cable Ties: General purpose, for attaching tags, except as listed below:

1. Outdoors: UV-stabilized nylon.

2. In Spaces Handling Environmental Air: Plenum rated.

3.2 IDENTIFICATION SCHEDULE

A. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment. Install access doors or panels to provide view of identifying devices.

B. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, pull points, and locations of high visibility. Identify by system and circuit designation.

C. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits, More Than 30 A and 120 V to Ground: Identify with self-adhesive raceway labels.

1. Locate identification at changes in direction, at penetrations of walls and floors, at 50-foot (15-m) maximum intervals in straight runs, and at 25-foot (7.6-m) maximum intervals in congested areas.

D. Accessible Fittings for Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive labels containing the wiring system legend and system voltage. System legends shall be as follows:

1. "EMERGENCY POWER."

2. "POWER."

E. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction

boxes, manholes, and handholes, use vinyl wraparound labels to identify the phase.

1. Locate identification at changes in direction, at penetrations of walls and floors, at 50-foot (15-m) maximum intervals in straight runs, and at 25-foot (7.6-m) maximum intervals in congested areas.

F. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use write-on tagswith the conductor or cable designation, origin, and destination.

G. Control-Circuit Conductor Termination Identification: For identification at terminations, provide heat-shrink preprinted tubes with the conductor designation.

H. Auxiliary Electrical Systems Conductor Identification: Self-adhesive vinyl tape that is uniform and consistent with system used by manufacturer for factory-installed connections.

1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.

I. Locations of Underground Lines: Underground-line warning tape for power, lighting, communication, and control wiring and optical-fiber cable.

J. Workspace Indication: Apply floor marking tape to finished surfaces. Show working clearances in the direction of access to live parts. Workspace shall comply with NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.

K. Instructional Signs: Self-adhesive labels, including the color code for grounded and ungrounded conductors.

L. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self- adhesive equipment labels.

1. Apply to exterior of door, cover, or other access.

2. For equipment with multiple power or control sources, apply to door or cover of equipment, including, but not limited to, the following:

a. Power-transfer switches.

b. Controls with external control power connections.

M. Arc Flash Warning Labeling: Self-adhesive labels.

N. Operating Instruction Signs: Self-adhesive labels.

O. Emergency Operating Instruction Signs: Self-adhesive labels with white legend on a red background with minimum 3/8-inch- (10-mm-) high letters for emergency instructions at equipment used for power transfer.

P. Equipment Identification Labels:

1. Indoor Equipment: Laminated acrylic or melamine plastic sign.

2. Outdoor Equipment: Laminated acrylic or melamine sign.

END OF SECTION 260553

SECTION 26 2213
LOW-VOLTAGE DISTRIBUTION TRANSFORMERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes distribution, dry-type transformers with a nominal primary and secondary rating of 600 V and less, with capacities up to 1500 kVA.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings:

1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.

2. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment.

3. Include diagrams for power, signal, and control wiring.

1.3 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.4 QUALITY ASSURANCE

A. Testing Agency Qualifications: Accredited by NETA.

1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton.

2. General Electric Company.

3. SIEMENS Industry, Inc.; Energy Management Division.

4. Square D; by Schneider Electric.

2.2 GENERAL TRANSFORMER REQUIREMENTS

A. Description: Factory-assembled and -tested, air-cooled units for 60-Hz service.

B. Comply with NFPA 70.

1. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

C. Transformers Rated 15 kVA and Larger:

1. Comply with 10 CFR 431 (DOE 2016) efficiency levels.

2. Marked as compliant with DOE 2016 efficiency levels by an NRTL.

D. Encapsulation: Transformers smaller than 30 kVA shall have core and coils completely resin encapsulated.

E. Cores: Electrical grade, non-aging silicon steel with high permeability and low hysteresis losses.

F. Coils: Continuous windings without splices except for taps.

1. Coil Material: Copper.

2. Internal Coil Connections: Brazed or pressure type.

2.3 DISTRIBUTION TRANSFORMERS

A. Comply with NFPA 70, and list and label as complying with UL 1561.

B. Cores: One leg per phase.

C. Enclosure: Ventilated.

1. NEMA 250, Type 2: Core and coil shall be encapsulated within resin compound to seal out moisture and air.

2. KVA Ratings: Based on convection cooling only and not relying on auxiliary fans.

3. Wiring Compartment: Sized for conduit entry and wiring installation.

D. Taps for Transformers 3 kVA and Smaller: One 5 percent tap above normal full capacity.

E. Taps for Transformers 7.5 to 24 kVA: One 5 percent tap above and one 5 percent tap below normal full capacity.

F. Taps for Transformers 25 kVA and Larger: Two 2.5 percent taps above and two 2.5 percent taps below normal full capacity.

G. Insulation Class, Smaller Than 30 kVA: 180 deg C, UL-component-recognized insulation system

with a maximum of 115 deg C rise above 40 deg C ambient temperature.

H. Insulation Class, 30 kVA and Larger: 220 deg C, UL-component-recognized insulation system with a maximum of 150 deg C rise above 40 deg C ambient temperature.

I. Energy Efficiency for Transformers Rated 15 kVA and Larger:
   1. Complying with NEMA TP 1, Class 1 efficiency levels.

   2. Tested according to NEMA TP 2.

J. Low-Sound-Level Requirements: Minimum of 3 dBA less than NEMA ST 20 standard sound levels when factory tested according to IEEE C57.12.91.

K. Grounding: Provide ground-bar kit or a ground bar installed on the inside of the transformer enclosure.

L. Wall Brackets: Manufacturer's standard brackets.

2.4 IDENTIFICATION

A. Nameplates: Engraved, laminated-acrylic or melamine plastic signs for each distribution transformer, mounted with corrosion-resistant screws. Nameplates and label products are specified in Section 260553 "Identification for Electrical Systems."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine conditions for compliance with enclosure- and ambient-temperature requirements for each transformer.

B. Verify that field measurements are as needed to maintain working clearances required by NFPA 70 and manufacturer's written instructions.

C. Examine walls, floors, roofs, and concrete bases for suitable mounting conditions where transformers will be installed.

D. Verify that ground connections are in place and requirements in Section 260526 "Grounding and Bonding for Electrical Systems" have been met. Maximum ground resistance shall be 5 ohms at location of transformer.

E. Environment: Enclosures shall be rated for the environment in which they are located. Covers for NEMA 250, Type 4X enclosures shall not cause accessibility problems.

3.2 INSTALLATION

A. Install wall-mounted transformers level and plumb with wall brackets fabricated by transformer manufacturer.

   1. Coordinate installation of wall-mounted and structure-hanging supports with actual transformer provided.

B. Install transformers level and plumb on a concrete base with vibration-dampening supports. Locate transformers away from corners and not parallel to adjacent wall surface.

C. Construct concrete bases according to Section 033000 "Cast-in-Place Concrete" or Section 033053 "Miscellaneous Cast-in-Place Concrete" and anchor floor-mounted transformers according to manufacturer's written instructions and requirements in Section 260529 "Hangers and Supports for Electrical Systems."

1. Coordinate size and location of concrete bases with actual transformer provided. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified with concrete.

D. Secure transformer to concrete base according to manufacturer's written instructions.

E. Secure covers to enclosure and tighten all bolts to manufacturer-recommended torques to reduce noise generation.

F. Remove shipping bolts, blocking, and wedges.

3.3 CONNECTIONS

A. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."

B. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

C. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.

D. Provide flexible connections at all conduit and conductor terminations and supports to eliminate sound and vibration transmission to the building structure.

3.4 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

B. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

C. Perform tests and inspections with the assistance of a factory-authorized service representative.

D. Small (Up to 167-kVA Single-Phase or 500-kVA Three-Phase) Dry-Type Transformer Field Tests:

1. Visual and Mechanical Inspection.

a. Inspect physical and mechanical condition.

b. Inspect anchorage, alignment, and grounding.

c. Verify that resilient mounts are free and that any shipping brackets have been removed.

d. Verify the unit is clean.

e. Perform specific inspections and mechanical tests recommended by manufacturer.

f. Verify that as-left tap connections are as specified.

g. Verify the presence of surge arresters and that their ratings are as specified.

2. Electrical Tests:

a. Measure resistance at each winding, tap, and bolted connection.

b. Perform insulation-resistance tests winding-to-winding and each winding-to-ground. Apply voltage according to manufacturer's published data. In the absence of manufacturer's published data, comply with NETA ATS, Table 100.5. Calculate polarization index: the value of the index shall not be less than 1.0.

c. Perform turns-ratio tests at all tap positions. Test results shall not deviate by more than one-half percent from either the adjacent coils or the calculated ratio. If test fails, replace the transformer.

d. Verify correct secondary voltage, phase-to-phase and phase-to-neutral, after energization and prior to loading.

E. Remove and replace units that do not pass tests or inspections and retest as specified above.

F. Test Labeling: On completion of satisfactory testing of each unit, attach a dated and signed "Satisfactory Test" label to tested component.

3.5 CLEANING

A. Vacuum dirt and debris; do not use compressed air to assist in cleaning.

END OF SECTION 262213

SECTION 26 2416
PANELBOARDS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Distribution panelboards.

2. Lighting and appliance branch-circuit panelboards.

1.2 DEFINITIONS

A. MCCB: Molded-case circuit breaker.

B. SPD: Surge protective device.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of panelboard.

B. Shop Drawings: For each panelboard and related equipment.

1. Include dimensioned plans, elevations, sections, and details.

2. Detail enclosure types including mounting and anchorage, environmental protection, knockouts, corner treatments, covers and doors, gaskets, hinges, and locks.

3. Detail bus configuration, current, and voltage ratings.

4. Short-circuit current rating of panelboards and overcurrent protective devices.

5. Include evidence of NRTL listing for SPD as installed in panelboard.

6. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.

7. Include wiring diagrams for power, signal, and control wiring.

8. Include time-current coordination curves for each type and rating of overcurrent protective device included in panelboards.

1.4 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.5 FIELD CONDITIONS

A. Service Conditions: NEMA PB 1, usual service conditions, as follows:

1. Ambient temperatures within limits specified.
2. Altitude not exceeding 6600 feet (2000 m).

1.6 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace panelboards that fail in materials or workmanship within specified warranty period.

1. Panelboard Warranty Period: 18 months from date of Substantial Completion or 12 months after project completion, whichever is longer.

PART 2 - PRODUCTS

2.1 PANELBOARDS COMMON REQUIREMENTS

A. Fabricate and test panelboards according to IEEE 344 to withstand seismic forces defined in Section 260548.16 "Seismic Controls for Electrical Systems."

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Comply with NEMA PB 1.

D. Comply with NFPA 70.

E. Enclosures: See drawings.

1. Rated for environmental conditions at installed location.

a. Indoor Dry and Clean Locations: NEMA 250, Type 1.

b. Outdoor Locations: NEMA 250, Type 3R.

2. Height: 84 inches (2.13 m) maximum.

3. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box. Trims shall cover all live parts and shall have no exposed hardware.

4. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover. Trims shall cover all live parts and shall have no exposed hardware.

F. Incoming Mains Location: See drawings.

G. Phase, Neutral, and Ground Buses: Hard-drawn copper, 98 percent conductivity.

H. Conductor Connectors: Suitable for use with conductor material and sizes.

1. Material: Hard-drawn copper, 98 percent conductivity.

2. Main and Neutral Lugs: Mechanical type, with a lug on the neutral bar for each pole in the panelboard.
3. Ground Lugs and Bus-Configured Terminators: Mechanical type, with a lug on the bar for each pole in the panelboard.
4. Feed-Through Lugs: Mechanical type, suitable for use with conductor material. Locate at opposite end of bus from incoming lugs or main device.

I. NRTL Label: Panelboards shall be labeled by an NRTL acceptable to authority having jurisdiction for use as service equipment with one or more main service disconnecting and overcurrent protective devices. Panelboards shall have meter enclosures, wiring, connections, and other provisions for utility metering. Coordinate with utility company for exact requirements.

J. Future Devices: Panelboards shall have mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.

K. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals. Assembly listed by an NRTL for 100 percent interrupting capacity.

2.2 POWER PANELBOARDS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton.
2. General Electric Company; GE Energy Management - Electrical Distribution.
3. SIEMENS Industry, Inc.; Energy Management Division.
4. Square D; by Schneider Electric.

B. Panelboards: NEMA PB 1, distribution type.

C. Doors: Secured with vault-type latch with tumbler lock; keyed alike.

1. For doors more than 36 inches (914 mm) high, provide two latches, keyed alike.

D. Mains: Circuit breaker or Lugs only.

E. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes 125 A and Smaller: Bolt-on circuit breakers.

F. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes Larger Than 125 A: Bolt-on circuit breakers.

2.3 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton.
2. General Electric Company; GE Energy Management - Electrical Distribution.
3. SIEMENS Industry, Inc.; Energy Management Division.
4. Square D; by Schneider Electric.

B. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.

C. Mains: Circuit breaker or lugs only.

D. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.

E. Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.

F. Column-Type Panelboards: Single row of overcurrent devices with narrow gutter extension and overhead junction box equipped with ground and neutral terminal buses.

2.4 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

A. MCCB: Comply with UL 489, with interrupting capacity to meet available fault currents.

1. Thermal-Magnetic Circuit Breakers:
   a. Inverse time-current element for low-level overloads.
   b. Instantaneous magnetic trip element for short circuits.
   c. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
2. Adjustable Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.
3. Electronic Trip Circuit Breakers:
   a. RMS sensing.
   b. Field-replaceable rating plug or electronic trip.
   c. Digital display of settings, trip targets, and indicated metering displays.
   d. Multi-button keypad to access programmable functions and monitored data.
   e. Ten-event, trip-history log. Each trip event shall be recorded with type, phase, and magnitude of fault that caused the trip.
   f. Integral test jack for connection to portable test set or laptop computer.
   g. Field-Adjustable Settings:

1) Instantaneous trip.

2) Long- and short-time pickup levels.

3) Long and short time adjustments.

4) Ground-fault pickup level, time delay, and I squared T response.

4. GFCI Circuit Breakers: Single- and double-pole configurations with Class A ground-fault protection (6-mA trip).

5. Subfeed Circuit Breakers: Vertically mounted.

6. MCCB Features and Accessories:

a. Standard frame sizes, trip ratings, and number of poles.

b. Breaker handle indicates tripped status.

c. UL listed for reverse connection without restrictive line or load ratings.

d. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.

e. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and HID lighting circuits.

f. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.

g. Handle Clamp: Loose attachment, for holding circuit-breaker handle in on position.

2.5 IDENTIFICATION

A. Panelboard Label: Manufacturer's name and trademark, voltage, amperage, number of phases, and number of poles shall be located on the interior of the panelboard door.

B. Breaker Labels: Faceplate shall list current rating, UL and IEC certification standards, and AIC rating.

C. Circuit Directory: Directory card inside panelboard door, mounted in metal frame with transparent protective cover.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with NECA 1.

B. Install panelboards and accessories according to NECA 407 and NEMA PB 1.1.

C. Mount top of trim maximum 90 inches (2286 mm) above finished floor unless otherwise indicated.

D. Mount panelboard cabinet plumb and rigid without distortion of box.

E. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.

F. Install overcurrent protective devices and controllers not already factory installed.

G. Make grounding connections and bond neutral for services and separately derived systems to ground. Make connections to grounding electrodes, separate grounds for isolated ground bars, and connections to separate ground bars.

H. Install filler plates in unused spaces.

I. Stub four 1-inch (27-EMT) empty conduits from panelboard into accessible ceiling space or space designated to be ceiling space in the future. Stub four 1-inch (27-EMT) empty conduits into raised floor space or below slab not on grade.

J. Arrange conductors in gutters into groups and bundle and wrap with wire ties.

3.2 IDENTIFICATION

A. Identify field-installed conductors, interconnecting wiring, and components; install warning signs complying with requirements in Section 260553 "Identification for Electrical Systems."

B. Create a directory to indicate installed circuit loads; incorporate Owner's final room designations. Obtain approval before installing. Handwritten directories are not acceptable. Install directory inside panelboard door.

C. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

D. Device Nameplates: Label each branch circuit device in power panelboards with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

E. Install warning signs complying with requirements in Section 260553 "Identification for Electrical Systems" identifying source of remote circuit.

3.3 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Acceptance Testing Preparation:

1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.

2. Test continuity of each circuit.

C. Tests and Inspections:

1. Perform each visual and mechanical inspection and electrical test for low-voltage air circuit breakers stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.

2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

D. Panelboards will be considered defective if they do not pass tests and inspections.

E. Prepare test and inspection reports, including a certified report that identifies panelboards included and that describes scanning results, with comparisons of the two scans. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

END OF SECTION 262416

SECTION 26 2726
WIRING DEVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Standard-grade receptacles, 125 V, 20 A.

2. USB receptacles.

3. GFCI receptacles, 125 V, 20 A.

4. Toggle switches, 120/277 V, 20 A.

5. Occupancy sensors.

6. Wall plates.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 GENERAL WIRING-DEVICE REQUIREMENTS

A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

B. Comply with NFPA 70.

C. RoHS compliant.

D. Comply with NEMA WD 1.

E. Device Color:

1. Wiring Devices Connected to Normal Power System: As selected by Architect unless otherwise indicated or required by NFPA 70 or device listing.

2. Wiring Devices Connected to Essential Electrical System: Red.

F. Wall Plate Color: For plastic covers, match device color.

G.

Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

2.2 STANDARD-GRADE RECEPTACLES, 125 V, 20 A

A. Duplex Receptacles, 125 V, 20 A:

1. Description: Two pole, three wire, and self-grounding.

2. Configuration: NEMA WD 6, Configuration 5-20R.

3. Standards: Comply with UL 498 and FS W-C-596.

B. Tamper-Resistant Duplex Receptacles, 125 V, 20 A:

1. Description: Two pole, three wire, and self-grounding. Integral shutters that operate only when a plug is inserted in the receptacle.

2. Configuration: NEMA WD 6, Configuration 5-20R.

3. Standards: Comply with UL 498 and FS W-C-596.

4. Marking: Listed and labeled as complying with NFPA 70, "Tamper-Resistant Receptacles" Article.

C. Weather-Resistant Duplex Receptacle, 125 V, 20 A:

1. Description: Two pole, three wire, and self-grounding. Integral shutters that operate only when a plug is inserted in the receptacle. Square face.

2. Configuration: NEMA WD 6, Configuration 5-20R.

3. Standards: Comply with UL 498.

4. Marking: Listed and labeled as complying with NFPA 70, "Receptacles in Damp or Wet Locations" Article.

2.3 GFCI RECEPTACLES, 125 V, 20 A

A. Duplex GFCI Receptacles, 125 V, 20 A:

1. Description: Integral GFCI with "Test" and "Reset" buttons and LED indicator light. Two pole, three wire, and self-grounding.

2. Configuration: NEMA WD 6, Configuration 5-20R.

3. Type: Feed through.

4. Standards: Comply with UL 498, UL 943 Class A, and FS W-C-596.

2.4 TOGGLE SWITCHES, 120/277 V, 20 A

A. Single-Pole Switches, 120/277 V, 20 A:

1. Standards: Comply with UL 20 and FS W-S-896.

B. Two-Pole Switches, 120/277 V, 20 A:

1. Comply with UL 20 and FS W-S-896.

C. Three-Way Switches, 120/277 V, 20 A:

1. Comply with UL 20 and FS W-S-896.

D. Four-Way Switches, 120/277 V, 20 A:

1. Standards: Comply with UL 20 and FS W-S-896.

E. Lighted Single-Pole Switches, 120/277 V, 20 A:

1. Description: Handle illuminated when switch is off.

2. Standards: Comply with NEMA WD 1, UL 20, and FS W-S-896.

2.5 OCCUPANCY SENSORS

A. Wall Switch Sensor Light Switch, Dual Technology:

1. Description: Switchbox-mounted, combination lighting-control sensor and conventional switch lighting-control unit using dual (ultrasonic and passive infrared) technology.

2. Standards: Comply with UL 20.

3. Rated 960 W at 120 V ac for tungsten lighting, 10 A at 120 V ac or 10 A at 277 V ac for fluorescent or LED lighting, and 1/4 hp at 120 V ac.

4. Adjustable time delay of 30 minutes.

5. Automatic Light-Level Sensor: Adjustable from 2 to 200 fc (21.5 to 2152 lux).

2.6 WALL PLATES

A. Single Source: Obtain wall plates from same manufacturer of wiring devices.

B. Single and combination types shall match corresponding wiring devices.

1. Plate-Securing Screws: Metal with head color to match plate finish.

2. Material for Finished Spaces: 0.035-inch- (1-mm-) thick, satin-finished, Type 302 stainless steel.

3. Material for Unfinished Spaces: Galvanized steel.

4. Material for Damp Locations: Cast aluminum with spring-loaded lift cover, and listed and labeled for use in wet and damp locations.

C. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with Type 3R, weather-resistant, die-cast aluminum with lockable cover.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.

B. Coordination with Other Trades:

1. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.

2. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.

3. Install wiring devices after all wall preparation, including painting, is complete.

C. Device Installation:

1. Connect devices to branch circuits using pigtails that are not less than 6 inches (152 mm) in length.

2. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.

D. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles up, and on horizontally mounted receptacles to the right.

2. Install hospital-grade receptacles in patient-care areas with the ground pin or neutral blade at the top.

E. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.

F. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.

G. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings.

3.2 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. In healthcare facilities, prepare reports that comply with NFPA 99.

2. Test Instruments: Use instruments that comply with UL 1436.
3. Test Instrument for Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.

B. Tests for Receptacles:

1. Line Voltage: Acceptable range is 105 to 132 V.

2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.

3. Ground Impedance: Values of up to 2 ohms are acceptable.

4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.

5. Using the test plug, verify that the device and its outlet box are securely mounted.

C. Test straight-blade convenience outlets in patient-care areas and hospital-grade outlets for the retention force of the grounding blade according to NFPA 99. Retention force shall be not less than 4 oz. (115 g).

D. Wiring device will be considered defective if it does not pass tests and inspections.

E. Prepare test and inspection reports.

END OF SECTION 262726

SECTION 26 2816

ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Fusible switches.

2. Molded-case circuit breakers (MCCBs).

3. Enclosures.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include nameplate ratings, dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.

1. Include time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device. Provide in PDF electronic format.

B. Shop Drawings: For enclosed switches and circuit breakers.

1. Include plans, elevations, sections, details, and attachments to other work.

2. Include wiring diagrams for power, signal, and control wiring.

1.3 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.4 QUALITY ASSURANCE

A. Testing Agency Qualifications: Accredited by NETA.

1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.

1.5 WARRANTY

A. Manufacturer's Warranty: Manufacturer and Installer agree to repair or replace components that fail in materials or workmanship within specified warranty period.

1. Warranty Period: One year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

A. Source Limitations: Obtain enclosed switches and circuit breakers, overcurrent protective devices, components, and accessories, within same product category, from single manufacturer.

B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.

D. Comply with NFPA 70.

2.2 FUSIBLE SWITCHES

1. Eaton.

2. General Electric Company.

3. SIEMENS Industry, Inc.; Energy Management Division.

4. Square D; by Schneider Electric.

B. Type HD, Heavy Duty:

1. UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate indicated fuses.

2. Lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.

C. Accessories:

1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.

2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.

3. Isolated Ground Kit: Internally mounted; insulated, labeled for copper and aluminum neutral conductors.

4. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.

5. Service-Rated Switches: Labeled for use as service equipment.

2.3 MOLDED-CASE CIRCUIT BREAKERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton.

2. General Electric Company.

3. SIEMENS Industry, Inc.; Energy Management Division.

4. Square D; by Schneider Electric.

B. Circuit breakers shall be constructed using glass-reinforced insulating material. Current carrying components shall be completely isolated from the handle and the accessory mounting area.

C. Circuit breakers shall have a toggle operating mechanism with common tripping of all poles, which provides quick-make, quick-break contact action. The circuit-breaker handle shall be over center, be trip free, and reside in a tripped position between on and off to provide local trip indication. Circuit-breaker escutcheon shall be clearly marked on and off in addition to providing international I/O markings. Equip circuit breaker with a push-to-trip button, located on the face of the circuit breaker to mechanically operate the circuit-breaker tripping mechanism for maintenance and testing purposes.

D. The maximum ampere rating and UL, IEC, or other certification standards with applicable voltage systems and corresponding interrupting ratings shall be clearly marked on face of circuit breaker. Circuit breakers shall be 100 percent rated.

E. MCCBs shall be equipped with a device for locking in the isolated position.

F. Lugs shall be suitable for 140 deg F (60 deg C) rated wire on 125-A circuit breakers and below.

G. Standards: Comply with UL 489 with interrupting capacity to comply with available fault currents.

H. Thermal-Magnetic Circuit Breakers: Inverse time-current thermal element for low-level overloads and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.

I. Adjustable, Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.

J. Electronic Trip Circuit Breakers: Field-replaceable rating plug, rms sensing, with the following field-adjustable settings:

1. Long- and short-time pickup levels.

2. Long- and short-time time adjustments.

3. Ground-fault pickup level, time delay, and I-squared t response.

K. Current-Limiting Circuit Breakers: Frame sizes 400 A and smaller, and let-through ratings less

than NEMA FU 1, RK-5.

L. Features and Accessories:

1. Standard frame sizes, trip ratings, and number of poles.

2. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge lighting circuits.

3. Shunt Trip: Trip coil energized from separate circuit, with coil-clearing contact.

4. Auxiliary Contacts: as required. See details on drawings.

2.4 ENCLOSURES

A. Enclosed Switches and Circuit Breakers: UL 489, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location.

B. Enclosure Finish: The enclosure shall be gray baked enamel paint, electrodeposited on cleaned, phosphatized steel (NEMA 250 Type 1) or gray baked enamel paint, electrodeposited on cleaned, phosphatized galvanized steel (NEMA 250 Types 3R, 12).

PART 3 - EXECUTION

3.1 ENCLOSURE ENVIRONMENTAL RATING APPLICATIONS

A. Enclosed Switches and Circuit Breakers: Provide enclosures at installed locations with the following environmental ratings.

1. Indoor, Dry and Clean Locations: NEMA 250, Type 1.

2. Outdoor Locations: NEMA 250, Type 3R.

3.2 INSTALLATION

A. Coordinate layout and installation of switches, circuit breakers, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

B. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.

C. Temporary Lifting Provisions: Remove temporary lifting of eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.

D. Install fuses in fusible devices.

E. Comply with NFPA 70 and NECA 1.

F. Set field-adjustable circuit-breaker trip ranges as specified in Section 260573.16 "Coordination

Studies."

3.3 IDENTIFICATION

A. Comply with requirements in Section 260553 "Identification for Electrical Systems."

1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.

2. Label each enclosure with engraved metal or laminated-plastic nameplate.

3.4 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Perform tests and inspections with the assistance of a factory-authorized service representative.

C. Tests and Inspections for Switches:

1. Visual and Mechanical Inspection:

a. Inspect physical and mechanical condition.

b. Inspect anchorage, alignment, grounding, and clearances.

c. Verify that the unit is clean.

d. Verify blade alignment, blade penetration, travel stops, and mechanical operation.

e. Verify that fuse sizes and types match the Specifications and Drawings.

f. Verify that each fuse has adequate mechanical support and contact integrity.

D. Tests and Inspections for Molded Case Circuit Breakers:

1. Visual and Mechanical Inspection:

a. Verify that equipment nameplate data are as described in the Specifications and shown on the Drawings.

b. Inspect physical and mechanical condition.

c. Inspect anchorage, alignment, grounding, and clearances.

d. Verify that the unit is clean.

e. Operate the circuit breaker to ensure smooth operation.

f. Inspect operating mechanism, contacts, and chutes in unsealed units.

g. Perform adjustments for final protective device settings in accordance with the coordination study.

2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

3. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.

E. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.

F. Prepare test and inspection reports.

1. Test procedures used.

2. Include identification of each enclosed switch and circuit breaker tested and describe test results.

3. List deficiencies detected, remedial action taken, and observations after remedial action.

END OF SECTION 262816

SECTION 271523

COMMUNICATIONS OPTICAL FIBER HORIZONTAL CABLING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. 9/125 micrometer, single-mode, indoor-outdoor optical fiber cable (OS2)-4 fibers
2. 9/125 micrometer, single-mode, indoor-outdoor optical fiber cable (OS2)-144 fibers
3. Optical fiber cable connecting hardware, patch panels, and cross-connects.
4. Grounding.
5. Cabling identification products.

1.2 OPTICAL FIBER HORIZONTAL CABLING DESCRIPTION

A. Optical fiber horizontal cabling system shall provide interconnections between Distributor A, Distributor B, or Distributor C and the equipment outlet, otherwise known as "Cabling Subsystem 1" in the telecommunications cabling system structure. Cabling system consists of horizontal cables, intermediate and main cross-connects, mechanical terminations, and patch cords or jumpers used for horizontal-to-horizontal cross-connection.

1. TIA-568-C.1 requires that a minimum of two equipment outlets be installed for each work area.
2. Horizontal cabling shall contain no more than one transition point or consolidation point between the horizontal cross-connect and the equipment outlet.
3. Bridged taps and splices shall not be installed in the horizontal cabling.

B. A work area is approximately 100 sq. ft. (9.3 sq. m), and includes the components that extend from the equipment outlets to the equipment.

C. The maximum allowable horizontal cable length is 295 feet (90 m). This maximum allowable length does not include an allowance for the length of 16 feet (4.9 m) to the workstation equipment or in the horizontal cross-connect.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance Data: For optical fiber cable, splices, and connectors to include in maintenance manuals.

1.5 MAINTENANCE MATERIAL SUBMITTALS

1.6 QUALITY ASSURANCE

A. Installer Qualifications: Cabling Installer must have personnel certified by BICSI on staff.

1. installation Supervision: Installation shall be under the direct supervision of Technician, who shall be present at all times when Work of this Section is performed at Project site.

2. Testing Supervisor: Currently certified by BICSI as an RCDD.

B. Testing Agency Qualifications: Testing agency must have personnel certified by BICSI on staff.

1. Testing Agency's Field Supervisor: Currently certified by BICSI as an RCDD to supervise on-site testing.

1.7 COORDINATION

A. Coordinate layout and installation of telecommunications pathways and cabling with Owner's telecommunications equipment and service suppliers.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. General Performance: Horizontal cabling system shall comply with transmission standards in TIA-568-C.1, when tested according to test procedures of this standard.

B. Telecommunications Pathways and Spaces: Comply with TIA-569-D.

2.2 9/125 MICROMETER, SINGLE-MODE, INDOOR-OUTDOOR OPTICAL FIBER CABLE (OS2) – 4 Fibers

A. Description: Single mode, 9/125-micrometer, 4 fibers, tight buffered, nonconductive optical fiber cable.

B. Corning# 004EU4-T4701D20

C. Maximum Attenuation: 0.4 dB/km at 1310 nm; .3 dB/km at 1550 nm.

D. Jacket:

1. Jacket Color: Black

2. Cable cordage jacket, fiber, unit, and group color shall be according to TIA-598-D.

3. Imprinted with fiber count, fiber type, and aggregate length at regular intervals not to exceed 40 inches (1000 mm).

E. Standards:

1. Comply with TIA-492CAAB for detailed specifications.

2. Comply with TIA-568-C.3 for performance specifications.

3. Comply with ICEA S-104-696 for mechanical properties.

4. Comply with NFPA 70E for fill ratio requirements

5. Comply with ICEA-87-640 for outdoor cables, ICEA-104-696

6. for indoor/outdoor cables, and ICEA-83-596 for indoor cables for sidewall pressure requirements

2.3 9/125 MICROMETER, SINGLE-MODE, INDOOR-OUTDOOR OPTICAL FIBER CABLE (OS2) – 144 Fibers

A. Description: Single mode, 9/125-micrometer, 144 fibers, tight buffered, nonconductive optical fiber cable.

B. Corning# 144EU4-T4701D20

C. Maximum Attenuation: 0.4 dB/km at 1310 nm; .3 dB/km at 1550 nm.

D. Jacket:

1. Jacket Color: Black

2. Cable cordage jacket, fiber, unit, and group color shall be according to TIA-598-D.

3. Imprinted with fiber count, fiber type, and aggregate length at regular intervals not to exceed 40 inches (1000 mm).

E. Standards:

1. Comply with TIA-492CAAB for detailed specifications.

2. Comply with TIA-568-C.3 for performance specifications.

3. Comply with ICEA S-104-696 for mechanical properties.

4. Comply with NFPA 70E for fill ratio requirements

5. Comply with ICEA-87-640 for outdoor cables, ICEA-104-696

6. for indoor/outdoor cables, and ICEA-83-596 for indoor cables for sidewall pressure requirements

2.4

2.5 OPTICAL FIBER CABLE HARDWARE

A. Obtain twisted pair cable hardware from same manufacturer as twisted pair cable, from single source.

B. Standards:

1. Comply with Fiber Optic Connector Intermateability Standard (FOCIS) specifications of the TIA-604 series.

2. Comply with TIA-568-C.3.Retain "Grounding" Article below if specifying conductive optical fiber cable or optical fiber cable with a shield or conductive jacket.

2.6 GROUNDING

A. Comply with requirements in Section 270526 "Grounding and Bonding for Communications Systems" for grounding conductors and connectors.

B. Comply with TIA-607-B.

PART 3 - EXECUTION

3.1 WIRING METHODS

A. Wiring Method: Install cables in raceways. Conceal raceway.

1. Comply with requirements for pathways specified in Section 270528 "Pathways for Communications Systems."

B. Wiring within Enclosures: Bundle, lace, and train cables within enclosures. Connect to terminal points with no excess and without exceeding manufacturer's limitations on bending radii. Provide and use lacing bars and distribution spools.

3.2 INSTALLATION OF OPTICAL FIBER BACKBONE CABLES

A. Comply with NECA 1, NECA 301 and NECA/BICSI 568.

B. General Requirements for Optical Fiber Cabling Installation:

1. Comply with TIA-568-C.1 and TIA-568-C.3.

2. Comply with BICSI ITSIMM, Ch. 6, "Cable Termination Practices."

3. Terminate all cables; no cable shall contain unterminated elements. Make terminations only at indicated outlets, terminals, cross-connects, and patch panels.

4. Cables may not be spliced. Secure and support cables at intervals not exceeding 30 inches (760 mm) and not more than 6 inches (150 mm) from cabinets, boxes, fittings, outlets, racks, frames, and terminals.

5. Install lacing bars to restrain cables, to prevent straining connections, and to prevent bending cables to smaller radii than minimums recommended by manufacturer.

6. Bundle, lace, and train cable to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIMM, "Cabling Termination Practices" Chapter. Use lacing bars and distribution spools.

7. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation and replace it with new cable.

8. Cold-Weather Installation: Bring cable to room temperature before dereeling. Heat lamps shall not be used for heating.

9. In the communications equipment room, provide a 10-foot- (3-m-) long service loop on each end of cable.

10. Pulling Cable: Comply with BICSI ITSIMM, Ch. 4, "Pulling Cable." Monitor cable pull tensions.

11. Cable may be terminated on connecting hardware that is rack or cabinet mounted.

C. Group connecting hardware for cables into separate logical fields.

3.3 FIRESTOPPING

A. Comply with requirements in Section 078413 "Penetration Firestopping."

B. Comply with TIA-569-D, Annex A, "Firestopping."

C. Comply with BICSI ITSIMM, "Firestopping" Chapter.

3.4 GROUNDING

A. Install grounding according to BICSI ITSIMM, "Grounding (Earthing), Bonding, and Electrical Protection" Chapter.

B. Comply with TIA-607-B and NECA/BICSI-607.

C. Locate grounding bus bar to minimize the length of bonding conductors. Fasten to wall allowing at least 2-inch (50-mm) clearance behind the grounding bus bar. Connect grounding bus bar with a minimum No. 4 AWG grounding electrode conductor from grounding bus bar to suitable electrical building ground.

D. Bond metallic equipment to the grounding bus bar, using not smaller than No. 6 AWG equipment grounding conductor.

3.5 IDENTIFICATION

A. Identify system components, wiring, and cabling complying with TIA-606-B. Comply with requirements for identification specified in Section 270553 "Identification for Communications Systems."

1. Color-code cross-connect fields and apply colors to voice and data service backboards, connections, covers, and labels.

B. Cable Schedule: Install in a prominent location in each equipment room and wiring closet. List incoming and outgoing cables and their designations, origins, and destinations. Protect with rigid frame and clear plastic cover. Furnish an electronic copy of final comprehensive schedules for Project.

C. Cable and Wire Identification:

1. Label each cable within 4 inches (100 mm) of each termination and tap, where it is accessible in a cabinet or junction or outlet box, and elsewhere as indicated.

2. Each wire connected to building-mounted devices is not required to be numbered at device if color of wire is consistent with associated wire connected and numbered within panel or cabinet.

3. Label each unit and field within distribution racks and frames.

4. Identification within Connector Fields in Equipment Rooms and Wiring Closets: Label each connector and each discrete unit of cable-terminating and connecting hardware. Where similar jacks and plugs are used for both voice and data communication cabling, use a different color for jacks and plugs of each service.

D. Labels shall be preprinted or computer-printed type with printing area and font color that contrasts with cable jacket color but still complies with requirements in TIA 606-B, for the following:

1. Flexible vinyl or polyester that flexes as cables are bent.

3.6 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

B. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

C. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.

D. Perform tests and inspections.

E. Tests and Inspections:

1. Visually inspect optical fiber jacket materials for NRTL certification markings. Inspect cabling terminations in communications equipment rooms for compliance with color-coding for pin assignments and inspect cabling connections for compliance with TIA-568-C.1.

2. Visually inspect cable placement, cable termination, grounding and bonding, equipment, and patch cords, and labeling of all components.

3. Optical Fiber Cable Tests:

a. Test instruments shall meet or exceed applicable requirements in TIA-568-C.1. Use only test cords and adapters that are qualified by test equipment manufacturer for channel or link test configuration.

b. Link End-to-End Attenuation Tests:

1) Horizontal Link Measurements: Test at 850 or 1300 nm in one direction according to TIA-526-14-B, Method B, One Reference Jumper.

2) Attenuation test results for horizontal links shall be less than 2.0 dB. Attenuation test results shall be less than those calculated according to equation in TIA-568-C.1.

F. Data for each measurement shall be documented. Data for submittals shall be printed in a summary report that is formatted similar to Table 10.1 in BICSI TDMM, or transferred from the instrument to the computer, saved as text files, and printed and submitted.

G. Remove and replace cabling where test results indicate that it does not comply with specified requirements.

H. End-to-end cabling will be considered defective if it does not pass tests and inspections.

I. Prepare test and inspection reports.

END OF SECTION 271523

SECTION 31 1000
SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The General Provisions of the contract including General and Supplementary Conditions and General provisions and Requirements apply to the work specified in this section.

1.2 DESCRIPTION

A. This Work of this Section includes the protection and preservation from injury or defacement of all vegetation and objects designated to remain and the prevention of silts and increased run off leaving the site during or after site development.

B. The Contractor is solely responsible for controlling runoff and siltation from the site and onto protected or undisturbed areas of the site or adjacent sites. Means and methods described herein are the minimum acceptable.

C. The Work of this Section is incidental to the Contract and will not be paid for separately except where unit prices may be in effect.

D Related Sections: Division 31 Earthwork.

1.3 QUALITY ASSURANCE

A. Reference Standards:

1. General:

a. Listings: Issues listed by references, including revisions of issuing authority, from part of this specification to extent indicated. Issues listed are identified by number, edition, date, title, or other designation established by issuing authority. Issues subsequently referred to are referred to by an issuing authority abbreviation and a basic designation.
b. Modification: Modifications (by Architect) to reference standards, if any, are noted with standard.

2. Alabama Dept. of Transportation (ALDOT), Standard Specifications for Highway Construction, latest Edition. Fencing Material sections.
3. Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas, latest Edition.
3. Local Codes, Ordinances, Regulations.

B Pre-Construction Meeting: Before proceeding with site operations, review site

features to remain and be protected at the site with Owner and Architects.

C. Tree Damage:

1. If any trees to be saved are severely injured so as to cause a loss of natural character to the crown, or so as to impair the life support system or to cause death as a result of construction operation, the Contractor agrees to pay fifty dollars ($50.00) per one inch (1") of caliper, measured four feet (4') above the ground, for trees one inch (1") in caliper and larger, as fixed and liquidated damages, as determined by the Architects..
2. Severely damaged trees requiring liquidated damages will be determined by the Owner, Landscape Architect, or combination thereof.
3. Damaged trees which are repairable as determined by the Landscape Architect shall be repaired by a qualified tree surgeon, approved by the Landscape Architect, and whose services will be at the Contractor's expense.
4. Clean up and repair damages to Owner's satisfaction.

D. Site Damage:

1. If any protection materials or measures are dismantled, removed or altered, even temporarily, or if areas of the site designated to remain are utilized in any manner without the Architects written authorization, the Contractor agrees to pay the Owner Five Hundred Dollars ($500.00) per infraction, as determined by the Architect, as fixed and liquidated damages.

PART 2 - PERFORMANCE REQUIREMENTS

2.1 PRODUCT/MATERIAL DESCRIPTION

A. Wattles and Silt Fencing:

1. In accordance with ALDOT.

2. Install at perimeter of clearing and grading operations where shown on Drawings, (or as directed) as part of temporary erosion control and site protection.

PART 3 - EXECUTION

3.1 JOB CONDITION

A. It is intended that the part of the property on which new construction does not occur remain undisturbed and as is.

B. Confine storage of materials, temporary facilities, and staging to areas approved by the Architect.

C. Do not carry on construction operations or materials storage within five feet (5') of

tree protection fencing or flagging for Limit of Clearing.

3.2 SEDIMENTATION AND EROSION CONTROL

A. General: Employ erosion control management practices as required by the General Permit for Storm Water Discharges. The Contractor is responsible for obtaining the ADEM NOI (Notice of Intent) Permit for construction activity including all permit application fees. LBYD, Inc. will assist the Contractor in obtaining the permit. The Contractor will be responsible for application and maintenance of all conditions required by the Permit. Submit name of the Professional Engineer and/or Engineering firm to the Architect that is to be responsible for oversight of all requirements of the NOI Permit. The Contractor is to be responsible for all requirements of the NOI Permit until acceptance of all work under this Contract.

B. Control and abate water pollution and erosion at its potential source; employ downstream sediment entrapment measures as a backup to primary control at the source.

C. Take all reasonable precautions to prevent and suppress fires and other detrimental occurrences which may be caused by construction operations.

D. Protect streams, lakes and reservoirs and drainage systems from contamination by siltation or other harmful materials.

E. The Contractor, his employees and subcontractors shall use conservation practices during the work, which shall include but are not limited to, the following:

1. Comply with all federal, state and local laws, rules and regulations for prevention and suppressive action for forest fires.
2. Protect and preserve soil and vegetation cover on the property and on adjacent lands. Any disturbance of soil and vegetation cover outside the Limit of Clearing line will not be permitted under any condition.
3. Prevent and control soil erosion and gulleying within the property covered by Contract and the lands immediately adjacent thereto as a result of construction.
4. Plan and conduct construction operations in such a manner so as to prevent pollution of streams, lakes and reservoirs with sediment or other harmful material used in the construction of the project. Protect downstream properties.
5. Do not deposit waste, loose soil or other materials in live streams, swales or drainage ways.
6. Do not operate mechanized equipment in live streams or streams channels.
7. Do not allow fuels, oils, bitumen or other greasy or chemical substances originating from construction operations to enter or be placed where they may enter a live stream or drainageway.
8. Coordinate sedimentation and erosion control measures with the clearing

and grubbing operation so that both activities occur in the correct relation to one another.

9. Install and maintain sedimentation and erosion control measures as a continuing program until the site work is complete. This includes, but is not limited to, repairs, any damage from storms, regular maintenance, and removal and disposal of accumulated silt.

F. Wattles shall be anchored by use of stakes.

G. Once installed, maintain silt fence until its capacity has been reached or erosion activity in the areas has been stabilized. When a silt fence has reached its capacity to function and need for a backup fence becomes evident, provide an additional line of silt fence. Repair of a damaged silt fence shall be accomplished by utilizing same type of materials used in original construction.

H. Install and maintain sedimentation and erosion control measures as a continuing program until the site work is complete. This includes repairs, damage from storms, regular maintenance and removal and disposal of accumulated silt.

3.4 MAINTENANCE

A. Maintain erosion control features that have been installed. Maintenance of erosion control features will be considered as an incidental part of the work and no specific payment for this will be made.

END OF SECTION 31 1000

SECTION 31 1000

EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. Geotechnical Report by Building and Earth, dated November 29, 2018 prepared for Dix.Hite + Partners. Project Number: BH180353. Copies can be obtained from Dix.Hite + Partners upon request.

1.2 SUMMARY

A. This Section includes grading (excavating and filling) as indicated on drawings to required lines, dimensions, contours, and elevations for proposed improvements, and the following:

1. Removal of existing improvements in conflict with proposed improvements.
2. Stripping and stockpiling of topsoil. Remove any excess topsoil from the site upon final stabilization.
3. Scarifying, moisture conditioning, compaction, and testing of previously graded areas to ensure proper preparation and acceptance.
4. Excavation and embankment placement to required lines, grades, and elevations.
5. Importing of off-site borrow material suitable for structural fill as well as exporting any excess material.
6. Remove materials from grading operations that are determined unsuitable by the Geotechnical Engineer from site and dispose of off- site.
7. Preparation of areas to receive fill and preparation of excavation areas.
8. Undercutting and replacing soft, unsuitable material like “fat” clays, old fill, organic materials, etc. with compacted engineer fill obtained from an off-site source meeting the project specifications.
9. Preparing subgrades for slabs-on-grade, walks, pavements, lawns, and plantings.
10. Excavating and backfilling trenches for buried utilities and pits for buried utility structures.

1.3 UNIT PRICES

A. All excavation to be unclassified.

1.4 DEFINITIONS

A. Backfill: Soil materials used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Layer placed between the subbase course and asphalt paving.

C. Bedding Course: Layer placed over the excavated subgrade in a trench before laying pipe.

D. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.

E. Cut line: Elevations, lines, and final cut subgrades in cut over excavated areas.

F. Drainage Course: Layer supporting slab-on-grade used to minimize capillary flow of pore water.

G. Excavation: Removal of material encountered above subgrade elevations.

1. Additional Excavation: Excavation below subgrade elevations or "cut line" as directed by Architect. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
2. Bulk Excavation: Excavations more than 10 feet in width and pits more than 30 feet in either length or width.
3. Unauthorized Excavation: Excavation below subgrade elevations or "cut line" or beyond indicated dimensions without direction by Geotechnical engineer and Architect. Unauthorized excavation, as well as remedial work directed by Geotechnical Engineer and Architect, shall be without additional compensation.

H. Fill: Soil materials used to raise existing grades.

I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

J. Subbase Course: Layer placed between the subgrade and base course for asphalt paving, or layer placed between the subgrade and a concrete pavement or walk.

K. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

L. Unsuitable material:

1. Fills: Topsoil; Frozen materials; construction materials; clods of clay and stones larger than 4" (unless otherwise specified); organic material, including silts; and inorganic material including silts which are to wet to be stable, or other materials identified by the Geotechnical Engineer.
2. Existing subgrade: Same materials as listed in paragraph 1 above that are not capable of direct support of slabs, pavement and similar items with the possible exception of improvement by compaction, proof rolling, or similar methods as directed and approved by the Geotechnical Engineer.
3. Unsuitable materials identified by the geotechnical report and drawings shall be anticipated and included in the base bid. See 1.3B Unit Prices for additional information.

M. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.5 SUBMITTALS

A. Submit per conditions of contract and Division 01.

B. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:

1. Classification according to ASTM D 2487 of each on-site or borrow soil material proposed for fill and backfill.
2. Laboratory compaction curve according to ASTM D 698 for each on-site or borrow soil material proposed for fill and backfill.

1.6 QUALITY ASSURANCE

A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548. (To be employed by the owner).

B. Pre excavation Conference: Conduct conference at Project site to comply with requirements in Division 01.

1.7 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Architect and/or the Engineer and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Architect not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Architect's written permission.
3. Contact utility-locator service for area where Project is located before excavating.
4. Existing utilities shown on the drawings are from a combination of field locations, and utility company records. It is the Contractor's responsibility to field verify existing utilities prior to excavation.

B. Demolish and completely remove from site existing underground utilities indicated to be removed or implied to be removed by new construction and not noted to remain. Coordinate with utility companies to shut off services if lines are active.

C. Demolish and completely remove from site any buried remnant construction such as slabs, walls and foundations.

D. Contours and existing topography shown on the drawings are believed to be reasonably correct. It shall be the Contractors responsibility to determine any discrepancies which would affect his work, to make allowance for such discrepancies in the contract sum and notify the Architect in writing of such discrepancies and allowances made.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Topsoil:

1. Materials considered useful for topsoil by the Architect shall be stockpiled at his direction at locations shown on the Drawings or as directed in the field. Topsoil shall be kept free from sub-soil, clay lumps, brush, objectionable weeds, litter, stones larger than 2 inches in diameter, stumps, roots, and other materials that would interfere with planting and maintenance operations.
2. All topsoil shall be stored on the site by Contractor in a location approved by the Architect. The Contractor shall use such topsoil for the purpose of fulfilling the topsoil requirements specified in this Contract.

Protect stockpile by immediately compacting, dressing down and seeding with annual rye for temporary cover. Provide a silt fence around the base of topsoil pile, after completing storage, to control erosion.

3. Use topsoil stockpiles on site as necessary to complete landscape work indicated on Drawings and in accordance with specifications for landscaping.

C. Satisfactory Soils: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, SM, CL, SC, GC or a combination of these group symbols; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter. Soils that exhibit a liquid limit less than 50 and a plasticity index of less than 25.

D. Unsatisfactory Soils: ASTM D 2487 soil classification groups CH, ML, MH, OL, OH, and PT, or a combination of these group symbols.

1. Unsatisfactory soils also include satisfactory soils not maintained within 3 percent of optimum moisture content at time of compaction.

E. Backfill and Fill: Satisfactory soil materials.

F. Subbase: At least 90 percent passing a 1-1/2 inch passing a No. 200 sieve.

G. Base: ASTM D2940; with at least 95 percent passing a 1-1/2 inch sieve and not more than 8 percent passing a No. 200 sieve.

H. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

I. Bedding: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

J. Drainage Fill: Washed, narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2- inch sieve and 0 to 5 percent passing a No. 8 sieve.

K. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.

L. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 ACCESSORIES

A. Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored as follows:

B. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, minimum 6 inches wide and 4 mils thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:

1. Red: Electric.
2. Yellow: Gas, oil, steam, and dangerous materials.
3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.

C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

1. Erosion control is the responsibility of the Contractor. Items shown on the Drawings are considered the minimum acceptable; however, as site conditions change, additional measures may be required to control sediment.
2. The Contractor shall indemnity and hold harmless the Owner, Architect, Engineer, Owner's representatives, and their agents and employees from any claim from their work.

3.2 DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

3.3 EXPLOSIVES

A. No explosives will be allowed.

3.4 EXCAVATION, GENERAL

A. All excavation on this project is unclassified regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions.

B. Material encountered in grading operation that, in the opinion of the Geotechnical Engineer or Owner, is unsuitable or undesirable shall be as follows:

1. The removal of unsuitable material will be directed by the Geotechnical Engineer or his field representative. All unsuitable material that is removed by the Contractor shall become the property of the Contractor and be disposed of off site or in a manner satisfactory to the Owner at no additional cost. All undercut shall be included in the Base Bid. See section 1.3 B. unit prices for quantity allowances.

2. Back fill for these areas will be with material approved by the Geotechnical Engineer, with layers of acceptable material compacted to the requirements set forth in these specifications.

C. Undercutting and replacement of unsuitable soils may be required to the underlying stiff soils. All undercut and replacement shall be handled in accordance with 1.3B Unit Prices above.

3.5 EXCAVATION FOR STRUCTURES

A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 0.1 feet. Extend excavations a minimum of 10' in distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

1. Excavations for Footings and Foundations: Do not disturb bottom of

excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

B. Where unsuitable soils are encountered, the soils shall be completely removed to underlying stiff material per 1.3B Unit Prices above.

3.6 EXCAVATION FOR WALKS AND PAVEMENT

A. Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades, to a distance of 8' beyond the edge of these walks and pavements.

B. Where unsuitable soils are encountered, the soils shall be completely removed to underlying stiff material per 1.3B Unit Prices above.

3.7 EXCAVATION FOR UTILITY TRENCHES

A. Excavate trenches to indicated gradients, lines, depths, and elevations.

1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.

B. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.

1. Clearance: 12 inches on each side of pipe or conduit.

C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

1. For pipe sizes 30" and below, the "cut line" shall be 4" below the bottom of the pipe and material replaced with 4" No. 57 stone bedding unless otherwise noted.
2. For pipe sizes larger than 30", the "cut line" shall be 6" below the bottom of the pipe and material replaced with 6" no. 57 stone bedding unless otherwise noted.

3.8 APPROVAL OF SUBGRADE

A. Notify Architect when excavations have reached required subgrade.

B. If Architect determines that unsatisfactory soil is present, continue

excavation and replace with compacted backfill or fill material as directed.

C. Proof roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades.

D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect.

3.9 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill may be used when approved by Architect.

1. Fill unauthorized excavations under other construction or utility pipe as directed by Architect.

3.10 STORAGE OF SOIL MATERIALS

A. Stockpile borrow materials and satisfactory excavated soil materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.11 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:

1. Construction below finish grade including, where applicable, damp- proofing, waterproofing, and perimeter insulation.
2. Surveying locations of underground utilities for record documents.
3. Inspecting and testing underground utilities.
4. Removing concrete formwork.
5. Removing trash and debris.
6. Removing temporary shoring and bracing, and sheeting.
7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

3.12 UTILITY TRENCH BACKFILL

A. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

B. Backfill trenches excavated under footings and within 18 inches of bottom of footings; fill with concrete to elevation of bottom of footings.

C. Provide 4-inch-thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase.

D. Place and compact initial backfill of subbase material, free of particles larger than 1 inch, to a height of 12 inches over the utility pipe or conduit.

1. Carefully compact material under pipe haunches and bring backfill evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of utility system.

E. Coordinate backfilling with utilities testing.

F. Fill voids with approved backfill materials while shoring and bracing, and as sheeting is removed.

G. Place and compact final backfill of satisfactory soil material to final subgrade.

H. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.13 FILL

A. Preparation: Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface before placing fills.

B. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

C. Off-site borrow materials may be used as fill within the building and pavement areas provided that their plasticity index (PI) less than 25. Material shall have a minimum dry density of 100 pcf.

D. High plasticity (fat clays) soils should not be used as engineered fill.

E. Place and compact fill material in layers to required elevations as follows:

1. Under grass and planted areas, use satisfactory soil material.
2. Under walks and pavements, use satisfactory soil material.
3. Under steps and ramps, use engineered fill.
4. Under building slabs, use engineered fill.
5. Under footings and foundations, use engineered fill.

3.14 MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 3 percent of optimum moisture content.

1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 3 percent and is too wet to compact to specified dry unit weight.

3.15 COMPACTION OF BACKFILLS AND FILLS

A. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure. Fill to extend 5' outside of the proposed building footprint.

C. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 698 (standard proctor).

1. Under structures, building slabs, steps, and pavements, scarify and re-compact top 12 inches of existing subgrade and each layer of backfill or fill material at 98 percent.
2. Under walkways, scarify and re-compact top 12 inches below subgrade and compact each layer of backfill or fill material at 95 percent.
3. Under lawn or unpaved areas, scarify and re-compact top 12 inches below subgrade and compact each layer of backfill or fill material at 95 percent.

3.16 GRADING

A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following

tolerances:

1. Lawn or Unpaved Areas: Plus or minus 0.17 ft.
2. Walks: Plus or minus 0.10 ft.
3. Pavements: Plus or minus 0.10 ft.

C. Grading inside Building Lines: Finish subgrade to a tolerance of 0.08 ft. when tested with a 10-foot straightedge.

3.17 SUBSURFACE DRAINAGE

A. Drainage Piping: Drainage pipe is specified in Division 33 Section "Stormwater Conveyance."

B. Subsurface Drain: Place a layer of drainage fabric around perimeter of drainage trench as indicated. Place a 6-inch course of filter material on drainage fabric to support drainage pipe. Encase drainage pipe in a minimum of 12 inches of filter material and wrap in drainage fabric, overlapping sides and ends at least 6 inches.

1. Compact each course of filter material to 95 percent of maximum dry unit weight according to ASTM D 698.

C. Drainage Backfill: Place and compact filter material over subsurface drain, in width indicated, to within 12 inches of final subgrade. Overlay drainage backfill with one layer of drainage fabric, overlapping sides and ends at least 6 inches.

1. Compact each course of filter material to 98 percent of maximum dry density according to ASTM D 698.
2. Place and compact impervious fill material over drainage backfill to final subgrade.

3.18 DRAINAGE COURSE

A. Under slabs-on-grade, place drainage course on prepared subgrade and as follows:

1. Compact drainage course to required cross sections and thickness to not less than 98 percent of maximum dry unit weight according to ASTM D 698.
2. When compacted thickness of drainage course is 6 inches or less, place materials in a single layer.
3. When compacted thickness of drainage course exceeds 6 inches, place materials in equal layers, with no layer more than 6 inches thick or less than 3 inches thick when compacted.

3.19 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.

B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.

C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.

D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:

1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 1000 sq. ft. or less of paved area or building slab, but in no case fewer than three tests.
2. Foundation Wall Backfill: At each compacted backfill layer, at least one test for each 100 feet or less of wall length, but no fewer than two tests.
3. Trench Backfill: At each compacted initial and final backfill layer, at least one test for each 150 feet or less of trench length, but no fewer than two tests.

E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.20 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct

surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.21 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove surplus satisfactory soil and waste material, including un-satisfactory soil, trash, & debris, and legally dispose of it off Owner's property.

END OF SECTION 31 2000

SECTION 32 1216
ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Hot-mix asphalt paving.
2. Hot-mix asphalt patching.
3. Hot-mix asphalt paving overlay.
4. Asphalt surface treatments.
5. Pavement-marking paint.
6. Cold milling of existing hot-mix asphalt pavement.

B. Related Sections include the following:

1. Division 31 Section “Earth Moving” for aggregate base courses.

1.3 DEFINITIONS

A. Hot-Mix Asphalt Paving Terminology: Refer to ASTM D 8 for definitions of terms.

B. DOT: Department of Transportation.

1.4 SYSTEM DESCRIPTION

A. Provide hot-mix asphalt paving according to materials, workmanship, and other applicable requirements of standard specifications of state or local DOT. Retain first subparagraph below if standard specifications are indicated on Drawings.

1. Standard Specification: Alabama Department of Transportation (ALDOT) "Standard specifications for highway construction" latest edition.
2. Measurement and payment provisions and safety program submittals included in the standard specifications do not apply to this Section.

1.5 SUBMITTALS

A. Product Data: For each type of product indicated. Include technical data and

tested physical and performance properties.

B. Job-Mix Designs: For each job mix proposed for the Work.

C. Material Test Reports: For each paving material.

D. Material Certificates: For each paving material, signed by manufacturers.

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer.

1. Manufacturer shall be a paving-mix manufacturer registered with and approved by authorities having jurisdiction or the DOT of the state in which Project is located.

B. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated, as documented according to ASTM E 548.

C. Regulatory Requirements: Comply with "Standard Specifications for Highway Construction" latest edition of ALDOT for asphalt paving work.

D. Asphalt-Paving Publication: Comply with AI MS-22, "Construction of Hot Mix Asphalt Pavements," unless more stringent requirements are indicated.

E. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 01. Review methods and procedures related to hot- mix asphalt paving including, but not limited to, the following:

1. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
2. Review condition of subgrade and preparatory work.
3. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.
4. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.

B. Store pavement-marking materials in a clean, dry, protected location within temperature range required by manufacturer. Protect stored materials from direct sunlight.

1.8 PROJECT CONDITIONS

A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp or if the following conditions are not met:

1. Prime and Tack Coats: Minimum surface temperature of 60 deg F.
2. Slurry Coat: Comply with weather limitations of ASTM D 3910.
3. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
4. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.

B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for oil-based materials, 50 deg F for water-based materials, and not exceeding 95 deg F.

PART 2 - PRODUCTS

2.1 AGGREGATES

A. General: Use materials and gradations that have performed satisfactorily in previous installations.

B. Coarse Aggregate: Course aggregate shall comply with ALDOT Section 801.

C. Fine Aggregate: Fine aggregate shall comply with ALDOT Section 802.

1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.

D. Mineral Filler: Mineral filter shall comply with ALDOT Section 805.

2.2 ASPHALT MATERIALS

A. Base course: Place to width and depth shown and comply with ALDOT Section 825, Type B.

B Asphalt Binder: Bituminous concrete binder layer to width and depth shown on the drawings in accordance with ALDOT Section 424B.

C Prime Coat: Shall be in accordance with ALDOT Section 401. D

Tack Coat: Shall be in accordance with ALDOT Section 405.

E Surface Course: Shall be in accordance with ALDOT Section 424A. F

Water: Potable.

2.3 AUXILIARY MATERIALS

A. Herbicide: Commercial chemical for weed control, registered by the EPA. Provide in granular, liquid, or wet-able powder form.

B. Sand: ASTM D 1073, Grade Nos. 2 or 3.

C. Joint Sealant: ASTM D 3405, hot-applied, single-component, polymer-modified bituminous sealant.

D. Pavement-Marking Paint: Alkyd-resin type, lead and chromate free, ready mixed, complying with FS TT-P-115, Type I or AASHTO M 248, Type N.

1. Color: As indicated on the drawings.

2.4 MIXES

A. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes meeting the requirements of the applicable sections of the ALDOT "Standard Specifications for Highway Construction" and complying with the following requirements:

1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
2. Base Course: ALDOT 825, Type B.
3. Binder Course ALDOT 424B.
4. Surface Course: ALDOT 424A.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that subgrade is dry and in suitable condition to support paving and imposed loads.

B. Verify that subgrade elevation is as indicated on the drawings.

C. Proof-roll subbase using heavy, pneumatic-tired rollers to locate areas that are unstable or that require further compaction.

D. Proceed with paving only after unsatisfactory conditions have been corrected.

3.2 COLD MILLING

A. Clean existing pavement surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement by cold milling to grades

and cross sections indicated.

1. Mill to a depth of 1-1/2 inches.
2. Mill to a uniform finished surface free of gouges, grooves, and ridges.
3. Control rate of milling to prevent tearing of existing asphalt course.
4. Repair or replace curbs, manholes, and other construction damaged during cold milling.
5. Excavate and trim unbound-aggregate base course, if encountered, and keep material separate from milled hot-mix asphalt.
6. Transport milled hot-mix asphalt to asphalt recycling facility.
7. Keep milled pavement surface free of loose material and dust.

3.3 PATCHING

A. Hot-Mix Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.

B. Portland Cement Concrete Pavement: Break cracked slabs and roll as required to reseat concrete pieces firmly.

1. Pump hot undersealing asphalt under rocking slabs until slab is stabilized or, if necessary, crack slab into pieces and roll to reseat pieces firmly.
2. Remove disintegrated or badly cracked pavement. Excavate rectangular or trapezoidal patches, extending into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Recompact existing unbound-aggregate base course to form new subgrade.

C. Tack Coat: Apply uniformly to vertical surfaces abutting or projecting into new, hot-mix asphalt paving at a rate of 0.05 to 0.15 gal./sq. yd.

1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

D. Patching: Partially fill excavated pavements with hot-mix asphalt base mix and, while still hot, compact. Cover asphalt base course with compacted, hot-mix surface layer finished flush with adjacent surfaces.

3.4 REPAIRS

A. Leveling Course: Install and compact leveling course consisting of hot-mix asphalt surface course to level sags and fill depressions deeper than 1 inch in existing

pavements.

1. Install leveling wedges in compacted lifts not exceeding 3 inches thick.

B. Crack and Joint Filling: Remove existing joint filler material from cracks or joints to a depth of.

1. Clean cracks and joints in existing hot-mix asphalt pavement.
2. Use emulsified-asphalt slurry to seal cracks and joints less than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.
3. Use hot-applied joint sealant to seal cracks and joints more than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.

3.5 SURFACE PREPARATION

A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.

1. Sweep loose granular particles from surface of unbound-aggregate base course. Do not dislodge or disturb aggregate embedded in compacted surface of base course.

B. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.

1. Mix herbicide with prime coat if formulated by manufacturer for that purpose.

C. Prime Coat: Apply uniformly over surface of compacted unbound-aggregate base course at a rate of 0.3 to 0.50 gal./sq. yd. Apply in accordance with ALDOT Section 401.03 (d) 4. Apply enough material to penetrate and seal but not flood surface. Allow prime coat to cure for 72 hours minimum.

1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
2. Protect primed substrate from damage until ready to receive paving.

D. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.

1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
2. Avoid smearing or staining adjoining surfaces, appurtenances, and

surroundings. Remove spillages and clean affected surfaces.

3.6 HOT-MIX ASPHALT PLACING

A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.

1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
2. Place hot-mix asphalt surface course in single lift.
3. Spread mix at minimum temperature of 250 deg F.
4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes, unless otherwise indicated.
5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.

B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.

1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete a section of asphalt base course before placing asphalt surface course.

C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.7 JOINTS

A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions with same texture and smoothness as other sections of hot-mix asphalt course.

1. Clean contact surfaces and apply tack coat to joints.
2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
3. Offset transverse joints, in successive courses, a minimum of 24 inches.
4. Construct transverse joints as described in AI MS-22, "Construction of Hot Mix Asphalt Pavements."
5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.8 COMPACTION

A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot hand tampers or vibratory-plate compactors in areas inaccessible to rollers.

1. Complete compaction before mix temperature cools to 185 deg F (85 deg C).

B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.

C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:

1. Average Density: 96 percent of reference laboratory density according to AASHTO T 245, but not less than 94 percent nor greater than 100 percent.
2. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent nor greater than 96 percent.

D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.

E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.

F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.

G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.9 INSTALLATION TOLERANCES

A. Thickness: Compact each course to produce the thickness indicated within the following tolerances:

1. Base Course: Plus or minus 1/2 inch.
2. Surface Course: Plus 1/4 inch, no minus.

B. Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:

1. Base Course: 1/4 inch.
2. Surface Course: 1/8 inch.
3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

3.10 PAVEMENT MARKING

A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.

B. Allow paving to age for 15 days before starting first coat of pavement marking. Second coat shall be placed 30 – 60 days after the first coat.

C. Sweep and clean surface to eliminate loose material and dust.

D. Apply 2 coats of paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils per coat.

3.11 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and to prepare test reports.

1. Testing agency will conduct and interpret tests and state in each report whether tested Work complies with or deviates from specified requirements.

B. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

C. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.

D. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.

E. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to ASTM D 979.

1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.
2. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.

    a. One core sample will be taken for every 1000 sq. yd. or less of installed pavement, with no fewer than 3 cores taken.
    b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.

F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.12 DISPOSAL

A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA-approved landfill.

1. Do not allow excavated materials to accumulate on-site.

END OF SECTION 31 1216

SECTION 32 1313
CONCRETE PAVING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes exterior cement concrete for the following:

1. Driveways and roadways.
2. Parking lots.
3. Curbs and gutters.
4. Walkways.
5. Site walls and footings.

B. Related Sections include the following:

1. Division 31 Section "Earthwork" for subgrade preparation, grading, and subbase course.

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, expansive hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume.

1.4 SUBMITTALS

A. Product Data: For each type of manufactured material and product indicated.

B. Design Mixes: For each concrete pavement mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.

C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated, based on comprehensive testing of current materials:

D. Material Certificates: Signed by manufacturers certifying that each of

the following materials complies with requirements:

1. Cementitious materials and aggregates.
2. Steel reinforcement and reinforcement accessories.
3. Fiber reinforcement.
4. Admixtures.
5. Curing compounds.
6. Applied finish materials.
7. Bonding agent or adhesive.
8. Joint fillers.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has completed pavement work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

B. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.

1. Manufacturer must be certified according to the National Ready Mix Concrete Association's Plant Certification Program.

C. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.

D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant and each aggregate from one source.

E. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by the requirements of the Contract Documents.

F. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixes.

G. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 01 – GeneralRequirements.

1. Before submitting design mixes, review concrete pavement mix design and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with concrete pavement to attend, including the following:

a. Contractor's superintendent.
b. Independent testing agency responsible for concrete design mixes.
c. Ready-mix concrete producer.
d. Concrete subcontractor.

1.6 PROJECT CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required other construction activities.

PART 2 - PRODUCTS

2.1 FORMS

A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.

1. Use flexible or curved forms for curves of a radius 100 feet (30.5 m) or less.

B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

2.2 STEEL REINFORCEMENT

A. Plain-Steel Welded Wire Fabric: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.

B. Deformed-Steel Welded Wire Fabric: ASTM A 497, flat sheet.

C. Epoxy-Coated Welded Wire Fabric: ASTM A 884/A 884M, Class A, plain steel.

D. Reinforcement Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

E. Epoxy-Coated Reinforcement Bars: ASTM A 775/A 775M; with ASTM A 615/A 615M, Grade 60 (Grade 420), deformed bars.

F. Steel Bar Mats: ASTM A 184/A 184M; with ASTM A 615/A 615M, Grade 60 (Grade 420), deformed bars; assembled with clips.

G. Plain Steel Wire: ASTM A 82, as drawn.

H. Epoxy-Coated Wire: ASTM A 884/A 884M, Class A coated, plain steel.

I. Joint Dowel Bars: Plain steel bars, ASTM A 615/A 615M, Grade 60 (Grade 420). Cut bars true to length with ends square and free of burrs.

J. Epoxy-Coated Joint Dowel Bars: ASTM A 775/A 775M; with ASTM A 615/A 615M, Grade 60 (Grade 420), plain steel bars.

K. Tie Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

L. Hook Bolts: ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6), internally and externally threaded. Design hook-bolt joint assembly to hold coupling against pavement form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.

M. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcement bars, welded wire fabric, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete, and as follows:

1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer coated wire bar supports.

N. Epoxy Repair Coating: Liquid two-part epoxy repair coating, compatible with epoxy coating on reinforcement.

2.3 CONCRETE MATERIALS

A. General: Use the same brand and type of cementitious material from the same manufacturer throughout the Project.

B. Portland Cement: ASTM C 150, Type I or II.

1. Fly Ash: ASTM C 618, Class F or C. Use one brand of cement throughout project unless otherwise accepted.
2. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.

C. Blended Hydraulic Cement: ASTM C 595M, Type IS, portland blast-furnace slag cement.

D. Blended Hydraulic Cement: ASTM C 595M, Type IP portland pozzolan cement.

E. Blended Hydraulic Cement: ASTM C 595M, Type I (PM) pozzolan-modified portland cement.

F. Blended Hydraulic Cement: ASTM C 595M, Type I (SM) slag-modified portland cement.

G. Aggregate: ASTM C 33, uniformly graded, from a single source, with coarse aggregate as follows:

1. Class: 4S.
2. Class: 4M.
3. Class: 1N.
4. Maximum Aggregate Size: 1-1/2 inches nominal.
5. Maximum Aggregate Size: 1 inch nominal.
6. Maximum Aggregate Size: 3/4 inch nominal.
7. Do not use fine or coarse aggregates containing substances that cause spalling.

H. Water: ASTM C 94.

2.4 ADMIXTURES

A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cement and to be compatible with other admixtures.

B. Air-Entraining Admixture: ASTM C 260.

C. Water-Reducing Admixture: ASTM C 494, Type A.

D. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.

E. Water-Reducing Non-Chloride Accelerating Admixture: ASTM C 494, Type E.

F. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.

2.5 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) dry.

B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

C. Water: Potable.

D. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

E. Clear Solvent-Borne Liquid-Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.

F. Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.

G. White Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 2, Class B.

2.6 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber, or ASTM D 1752, cork or self-expanding cork.

B. Coloring Agent: ASTM C 979, synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable, nonfading, and resistant to lime and other alkalis.

1. Color: As selected by Architect from manufacturer's full range.

C. Pavement-Marking Paint: Alkyd-resin type; ready mixed; complying with FS TT- P-115, Type I, or AASHTO M 248, Type N.

1. Color: As indicated.

D. Slip-Resistive Aggregate Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery with emery aggregate containing not less than 50 percent aluminum oxide and not less than 25 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.

E. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

F. Rock Salt: Sodium chloride crystals, kiln dried, coarse gradation with 100 percent passing 3/8-inch sieve and 85 percent retained on a No. 8 sieve.

G. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class and grade to suit requirements, and as follows:

1. Type II, non-load bearing, for bonding freshly mixed concrete to hardened concrete.
2. Types I and II, non-load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
3. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

H. Chemical Surface Retarder: Water-soluble, liquid set retarder with color dye, for horizontal concrete surface application, capable of temporarily delaying final hardening of concrete to a depth of 1/8 to 1/4 inch.

I. Colored Dry-Shake Hardener: Factory-packaged dry combination of portland cement, graded quartz aggregate, coloring pigments, and plasticizing admixture. Use coloring pigments that are finely ground, nonfading mineral oxides interground with cement.

1. Color: As selected by Architect from manufacturer's full range.

2.7 CONCRETE MIXES

A. Prepare design mixes, proportioned according to ACI 211.1 ACI 301 and ACI 318-89, Section 5.3, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.

B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for the trial batch method.

1. Do not use Owner’s field quality-control testing agency as the independent testing agency.

C. Proportion mixes to provide concrete with the following properties:

1. Compressive Strength (28 Days): 4000 psi for site walls and footings.
2. Compressive Strength (28 Days): 3000 psi unless noted.
3. Maximum Water-Cementitious Materials Ratio: 0.50 for site walls.
4. Maximum Water-Cementitious Materials Ratio: 0.53 unless noted.
5. Slump Limit: 3-5 inches.

D. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash: 25 percent.
2. Combined Fly Ash and Pozzolan: 25 percent.
3. Ground Granulated Blast-Furnace Slag: 50 percent.
4. Combined Fly Ash or Pozzolan, and Ground Granulated Blast-Furnace Slag: 50 percent portland cement minimum, with fly ash or pozzolan not exceeding 25 percent.

E. Add air-entraining admixture at manufacturer’s prescribed rate to result in concrete at point of placement having an air content as follows within a tolerance of plus or minus 1.5 percent:

1. Air Content: 5.5 percent for 1-1/2-inch maximum aggregate.
2. Air Content: 6.0 percent for 1-inch maximum aggregate.

3. Air Content: 6.0 percent for ¾-inch maximum aggregate.

F. Synthetic Fiber: Uniformly disperse in concrete mix at manufacturer's recommended rate, but not less than 1.0 lb/cu. yd.

G. Coloring Agent: Add coloring agent to mix according to manufacturer's written instructions.

2.8 CONCRETE MIXING

A. Ready-Mixed Concrete: Comply with requirements and with ASTM C 94 and ASTM C 1116.

1. When air temperature is between 85 deg F (30 deg C) and 90 deg F (32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

B. Project-Site Mixing: Comply with requirements and measure, batch, and mix concrete materials and concrete according to ASTM C 94. Mix concrete materials in appropriate drum-type batch machine mixer.

1. For mixers of 1 cu. yd. or smaller capacity, continue mixing at least one and one-half minutes, but not more than five minutes after ingredients are in mixer, before any part of batch is released.
2. For mixers of capacity larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd.
3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mix type, mix time, quantity, and amount of water added.

PART 3 - EXECUTION

3.1 PREPARATION

A. Proof-roll prepared subbase surface to check for unstable areas and verify need for additional compaction. Proceed with pavement only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.

B. Remove loose material from compacted subbase surface immediately before placing concrete.

3.2 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow

continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

B. Clean forms after each use and coat with form release agent to ensure separation from concrete without damage.

3.3 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating reinforcement and with recommendations in CRSI's "Placing Reinforcing Bars" for placing and supporting reinforcement.

1. Apply epoxy repair coating to uncoated or damaged surfaces of epoxy-coated reinforcement.

B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.

C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.

D. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

E. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch overlap to adjacent mats.

3.4 JOINTS

A. General: Construct construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.

1. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.

B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour, unless pavement terminates at isolation joints.

1. Provide preformed galvanized steel or plastic keyway-section forms or bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1-1/2 inches into concrete.
2. Continue reinforcement across construction joints, unless otherwise

indicated. Do not continue reinforcement through sides of pavement strips, unless otherwise indicated.

3. Provide tie bars at sides of pavement strips where indicated.
4. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
5. Use epoxy bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.

1. Locate expansion joints at intervals of 50 feet, unless otherwise indicated.
2. Extend joint fillers full width and depth of joint.
3. Terminate joint filler less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
6. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

D. Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint.

E. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with groover tool to the following radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.

   a. Radius: 1/4 inch.

2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3-mm-) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.

F. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to the following radius. Repeat tooling of edges after

applying surface finishes. Eliminate tool marks on concrete surfaces.

1. Radius: 1/4 inch.

3.5 CONCRETE PLACEMENT

A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcement steel, and items to be embedded or cast in. Notify other trades to permit installation of their work.

B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.

C. Moisten subbase to provide a uniform dampened condition at the time concrete is placed. Do not place concrete around manholes or other structures until they are at the required finish elevation and alignment.

D. Comply with requirements and with recommendations in ACI 304R for measuring, mixing, transporting, and placing concrete.

E. Do not add water to concrete during delivery, at Project site, or during placement.

F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

G. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures to consolidate concrete according to recommendations in ACI 309R.

1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.

H. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed.

1. Remove and replace portions of bottom layer of concrete that have been placed more than 15 minutes without being covered by top layer, or use bonding agent if approved by Architect.

I. Screed pavement surfaces with a straightedge and strike off. Commence initial floating using bull floats or darbies to form an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not

further disturb concrete surfaces before beginning finishing operations or spreading dry-shake surface treatments.

J. Curbs and Gutters: When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not approved, remove and replace with formed concrete.

K. Slip-Form Pavers: When automatic machine placement is used for pavement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce pavement to required thickness, lines, grades, finish, and jointing as required for formed pavement.

1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of paver machine during operations.

L. When adjoining pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained 85 percent of its 28-day compressive strength.

M. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When air temperature has fallen to or is expected to fall below 40 deg F (4.4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
2. Do not use frozen materials or materials containing ice or snow.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.

N. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 deg F (32 deg C). Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover reinforcement steel with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, reinforcement steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.6 CONCRETE FINISHING

A. General: Wetting of concrete surfaces during screeding, initial floating, or finishing operations is prohibited.

B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and the concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots, and fill low spots. Refloat surface immediately to uniform granular texture.

1. Burlap Finish: Drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture.
2. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.
3. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch (1.6 to 3 mm) deep with a stiff-bristled broom, perpendicular to line of traffic.

3.7 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and follow recommendations in ACI 305R for hot-weather protection during curing.

B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

C. Begin curing after finishing concrete, but not before free water has disappeared from concrete surface.

D. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

a. Water.
b. Continuous water-fog spray.
c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent

absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.8 PAVEMENT TOLERANCES

A. Comply with tolerances of ACI 117 and as follows:

1. Elevation: 1/4 inch.
2. Thickness: Plus 3/8 inch, minus 1/4 inch.
3. Surface: Gap below 10-foot- long, unleveled straightedge not to exceed 1/4 inch.
4. Lateral Alignment and Spacing of Tie Bars and Dowels: 1 inch.
5. Vertical Alignment of Tie Bars and Dowels: 1/4 inch.
6. Alignment of Tie-Bar End Relative to Line Perpendicular to Pavement Edge: 1/2 inch.
7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Pavement Edge: Length of dowel 1/4 inch per 12 inches.
8. Contraction Joint Depth: Plus 1/4 inch, no minus.
9. Joint Width: Plus 1/8 inch, no minus.

3.9 PAVEMENT MARKING

A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.

B. Allow concrete pavement to cure for 30 days and be dry before starting first coat of pavement marking. Second coat shall be placed 30 – 60 days after the first.

C. Sweep and clean surface to eliminate loose material and dust.

D. Apply 2 coats of paint with mechanical equipment to produce pavement markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils per coat.

3.10 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing and inspection agency to

sample materials, perform tests, and submit test reports during concrete placement. Sampling and testing for quality control may include those specified in this Article.

B. Testing Services: Testing shall be performed according to the following requirements:

1. Sampling Fresh Concrete: Representative samples of fresh concrete shall be obtained according to ASTM C 172, except modified for slump to comply with ASTM C 94.
2. Slump: ASTM C 143; one test at point of placement for each compressive-strength test, but not less than one test for each day's pour of each type of concrete. Additional tests will be required when concrete consistency changes.
3. Air Content: ASTM C 231, pressure method; one test for each compressive-strength test, but not less than one test for each day's pour of each type of air-entrained concrete.
4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each set of compressive-strength specimens.
5. Compression Test Specimens: ASTM C 31/C 31M; one set of four standard cylinders for each compressive-strength test, unless otherwise indicated. Cylinders shall be molded and stored for laboratory-cured test specimens unless field-cured test specimens are required.
6. Compressive-Strength Tests: ASTM C 39; one set for each day's pour of each concrete class exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd.. One specimen shall be tested at 7 days and two specimens at 28 days; one specimen shall be retained in reserve for later testing if required.
7. When frequency of testing will provide fewer than five compressive-strength tests for a given class of concrete, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
8. When total quantity of a given class of concrete is less than 50 cu. yd. Architect may waive compressive-strength testing if adequate evidence of satisfactory strength is provided.
9. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, current operations shall be evaluated and corrective procedures shall be provided for protecting and curing in-place concrete.
10. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive compressive-strength test results equal or exceed specified compressive strength and no individual compressive-strength test result falls below specified compressive strength by more than 500 psi.

C. Test results shall be reported in writing to Architect, concrete manufacturer, and

Contractor within 24 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing agency, concrete type and class, location of concrete batch in pavement, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

D. Additional Tests: Testing agency shall make additional tests of the concrete when test results indicate slump, air entrainment, concrete strengths, or other requirements have not been met, as directed by Architect. Testing agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

3.11 REPAIRS AND PROTECTION

A. Remove and replace concrete pavement that is broken, damaged, or defective, or does not meet requirements in this Section.

B. Drill test cores where directed by Architect when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.

C. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.

D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 32 1313

SECTION 32 3300
SITE FURNITURE

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes manufactured site furniture to be furnished and installed by the Contractor.

B. Related Requirements:

1. Installation of surfaces and bases to receive furniture mounting
2. Setting material, grouts, sealants and caulks

1.2 REFERENCES

A. American Society for Testing and Materials (ASTM)

B. NOMMA- Metal finishes manual

1.3 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product, indicate component materials and dimensions and include construction and application details.

1. Include material safety data

B. Samples

1. Submit 1 sample of each type of furniture material,

a. 6" x 6" size for each material
b. Sample to be submitted for material, color and finish

C. Shop Drawings

1. Submit shop drawings for anchoring to surfaces and substrates
2. Details shall show all reinforcing and special hardware required for securing furniture in position
3. Specify material sizes, shapes, plans, sections, install details and finishes per requirements.

D. Mock-ups as required

1.4 INFORMATIONAL SUBMITTALS

A. Certification attesting that materials meet specification requirements.

B. Submit copy of Quality Assurance Program and Procedures

C. Welder certifications as required

1. Qualify welders and procedures per AWS standard qualification procedures

D. Structural calculations and testing as required

E. Manufacturer's warranty

1.5 PERFORMANCE REQUIREMENTS

A. Furniture shall be mounted and otherwise secured to withstand anticipated loads and forces for intended use without permanent deflection or loss of anchorage

1. Coordinate roof mounted furniture with building architect and related consultants

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications:

1. All furniture products shall be manufactured by a firm presently specializing on the manufacture of the type shown on the drawing
2. Manufacturer's plant shall have been in continuous production for the last five (5) years
3. Proof of successful continuous experience in similar work over the past five (5) years must be presented and approved by the Architect prior to bidding
4. Quality Assurance Program and Procedure Manual

B. Provide manufacturer's standard and extended warranty (if available) for materials and installation at project completion.

1. Compile and submit warranty information to owner at project completion

1.7 DELIVERY, STORAGE AND HANDLING

A. Packaging and Shipping: Furniture to be palletized and shrink wrapped, delivered in original unopened packaging with legible manufacturer identification, including size, piece number, quantities, manufacture date and inspector's initials.

B. Storage and Protection: Furniture to be stored in secure area in original packaging. Protect from damage by other trades.

PART 2 - PRODUCTS

2.1 MANUFACTURED FURNITURE

Product: Bench

Manufacturer: Ultra Site

Name and Model: Hamilton Bench with Back (Model #91-S6)

Finish: Powder coat

Color: Black

Product: Backless Bench

Manufacturer: Ultra Site

Name and Model: Hamilton Bench without Back (Model #92-S6)

Finish: Powder coat

Color: Black

Product: Waste Receptacle

Manufacturer: Ultra Site

Name and Model: Classic Swing Door Receptable (Model #CL-36RB)

Finish: Powder coat

Color: Black

Product: Retractable Bollard

Manufacturer: Reliance

Foundry

Name and Model: Single Locking Retractable Bollard (Model R-8471)

Material: Stainless Steel

Finish: Brushed

Color: White (reflected stripe)

Product: Water Fountain

Manufacturer: Halsey Taylor

Name and Model: Outdoor HydroBoost Bottle Filling Station (Model #4420BF1UDBYLW)

Finish: Powder Coat

Color: Black

2.2 FINISH

A. Per product

2.3 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

2.4 MISCELLANEOUS MATERIALS

A. Caulks and Sealants

1. Polyurethane or acrylic sealant
2. Color to be selected by architect from standard color pallette.

2.5 SECURING FURNITURE

A. Secure furniture in accordance with construction plans, approved shop drawing and field dimensions using manufacturer’s recommended installation instructions

1. Use manufacturer’s specifications for anchoring systems and hardware unless it will create a conflict with other construction details
2. Provide shop drawings for non-standard installation details

B. Provide drainage to prevent entrapment of water by furniture installation.

PART 3 - EXECUTION

3.1 EXAMINATION

A. A. Examine areas to receive furniture for the following:

1. Defects in existing work or substrate.
2. Deviation beyond allowable tolerances for the substrate.

B. Start work only when defects have been corrected by others.

3.2 INSTALLATION

A. Manufacturer's Instructions: In addition to specified requirements, comply with manufacturer's instructions and recommendations for substrate preparation, sealing, finishing and curing.

B. Setting

1. Set accurately as shown on construction plans, field measurements, and approved shop drawing.

2. Alignment of furniture should be straight and true to all dimensions. It may not vary more than 1/8" in length, height or width.
3. Set mountings within sleeves, use anchor bolts or core drill for mounting holes. Maintain slab edge distances and rail locations per shop drawings.
4. Make all adjustments to alignment for satisfactory furniture appearance and to plumb items prior to final tightening of fasteners or pouring of holes.
5. Set mountings within sleeves or cored holes using a high quality anchoring grout such as Quickrete. Slope grout for drainage.
6. After installation is complete clean product using non-abrasive mild soap and water. Do not utilize any cleaners containing any type of acid.

C. Protection

1. Upon completion, the work shall be ready for final inspection and acceptance by the owner or owner agent.
2. General contractor shall protect the finished work from the time the installing contractor completes the work.

3.3 QUALITY ASSURANCE

A. Obtain furniture through one source from a single manufacturer for each furniture item type.

B. Check dimensions of other construction by accurate field measurements before fabrication to ensure proper fit up. Incorporate final dimensions into field use shop drawings. Coordinate fabrication lead times with construction progress to avoid delaying the work.

C. Shop assembled mechanical joints shall fit to within 1/16”.

D. Expansion joints shall fit within 1/4” to allow for thermal expansion of dissimilar materials.

E. Furniture shall be plumb to within 1/8” over 3’-0’.

3.4 WARRANTY

A. Installer shall warrant installation of furniture for a period of 2 years from date of substantial completion against failure of workmanship and materials.

END OF SECTION

SECTION 32 8400
IRRIGATION

PART 1- GENERAL

1.1 SYSTEM DESCRIPTION

A. The sprinkler system shall include sprinklers, valves, piping fittings, controller, wiring, all of sizes and types as shown on the drawings and specified. The system shall be constructed to grades and conform to areas and locations as shown on the drawings.

B. Sprinkler lines shown on the drawings are essentially diagrammatic. Spacing of the sprinkler heads or quick coupling valves are shown on the drawings and shall be exceeded only with written permission of the Designer.

C. Unless otherwise specified or indicated on the drawings, the construction of the sprinkler system shall include the furnishing, installing, and testing of all mains, laterals, risers and fittings, sprinkler heads, gate valves, control valves, controllers, electric wire, controls, backflow preventers, enclosures, and other necessary specialties and the removal and/or restoration of existing improvements, excavating and backfill, and all other work in accordance with the plans and specifications a required for a complete system.

1.2 QUALITY ASSURANCE

A. Installer Qualifications: Irrigation Contractor shall have successfully completed five (5) projects similar in material, size, scope and complexity to that indicated for this Project that have resulted in construction with a record of successful in-service performance. This requirement includes Pump installation Contractor.

1. Firm Experience Period: Five (5) years of experience

2. Field Foreman Experience: Five (5) years of experience with installing firm.

B. Conference: Before any work is started a conference shall be held between the Contractor and the Owner concerning the work under this contract.

B. The Contractor shall maintain continuously a competent superintendent, satisfactory to the Owner, on the work during progress with authority to act or him in all matter pertaining to the work.

C. It is the Irrigation Contractor's responsibility to coordinate and cooperate with the other Contractors to enable work to proceed rapidly and efficiently.

D. The Contractor shall confine his operations to the area to be improved and to the areas allotted him by the Designer and General Contractor for material and equipment.

E. Contractor shall take all necessary to protect the existing site conditions and vegetation.

1.3 SUBMITTALS

A. General: Submit in accordance with Shop Drawings, Product Data, and Samples.

B. Shop Drawings and Equipment Product Information:

1. Prior to purchasing materials, submit product information on all sprinkler heads, automatic valves, quick coupling valves, controller, and pipe to be used on the project.

2. Contractor shall review drawings and data to supply actual precipitation rates and times for each zone in maintenance package.

3. Prior to trenching, Contractor shall submit proposed trenching equipment to Designer for approval.

C. Record Drawings and Instructions

1. Upon completion of installation, Contractor shall produce as-built drawings in Autocad 2017 format and furnish one set of reproducible and one set of printed record drawings showing all sprinkler heads, valves, drains, and pipelines to scale with dimensions. These drawings shall have dimensions from easily located stationary points (cross measured) as they relate to all valves, mainlines, and wire. Clearly note all approved substitutions of size, material, etc. Complete, concise instruction sheets and parts lists covering all operating equipment and weathering techniques shall be bound into folders and furnished to the Owner in three (3) copies. Submission of this information is a requirement for final acceptance.

1.4 SITE CONDITIONS

A. The Contractor shall examine the site, plans and specifications (i.e. system requirements).

B. It shall be the Contractor's responsibility to report in writing to the Designer any deviations between drawings, specification, and actual site conditions. Failure to do so prior to the installing of equipment shall be done at the Contractor's expense.

C. Adjustment of the sprinkler heads and automatic equipment will be done by the Contractor, upon completion of installation, to provide optimum performance.

D. After completion, testing, and acceptance of the system, the Contractor shall verbally instruct the Owner's personnel in the operation and maintenance of the system. All written instruction shall be included in the bound maintenance package as stated in Paragraph 1.3 - Submittals.

PART 2 - PRODUCTS

2.1 PIPE AND FITTINGS

A. Pipe sizes shall conform to those shown on the drawings. No substitutions of smaller pipe sizes will be permitted, but substitutions of larger size may be approved. All pipe damaged or rejected because of defects shall be removed from the site at the time of said rejection.

B. All mainline piping (21/2") two and one half inches and larger will be equipped with gaskets.

C. All fittings for mainline pipes two and one half (21/2") inches or larger will be equipped with gaskets.

D. All piping downstream of electric valves, sizes (3) inches and smaller, shall be rigid unplasticized PVC 200 PSI working pressure extruded from virgin parent material of the type specified on the drawings. The pipe shall be homogeneous throughout and free from visible cracks, holes, foreign materials, blisters, wrinkles and permanently marked with the manufacture's name, material, size, and schedule type. Pipe must bear the NFS seal.

E. All mainline piping and underground piping under continuous pressure shall be rigid unplasticized PVC-Class 200 PSI working pressure extruded from virgin parent material of the type specified on the drawings. The pipe shall be homogeneous throughout and free from visible cracks, holes, and foreign materials, blisters, wrinkles and dents.

F. All plastic fittings to be installed shall be molded fittings manufactured of the same material as the pipe and shall be suitable for solvent weld, slip joint ring tight seal, or screwed connections NO fitting made of other material shall be used except as hereinafter specified.

G. Slip fitting socket tapers shall be so sized that a dry unsoftened pipe end conforming to these special provisions can be inserted no more than halfway into the socket. Plastic saddle and flange fittings will not be permitted. Only Schedule 80 pipe may be threaded.

H. Fittings for all Mainline Piping 4" and larger shall be Harco Ductile Iron Gasketed Fittings. All mainline shall utilize approved thrust blocking and or restraints. Thrust Blocking and restraints to be installed as per manufacturer's recommendations for pipe type, pipe size and local environmental conditions.

2.2 SLEEVES

A. All sleeves shall be Class 200 PVC or stronger. All sleeves are required at everycrossing indicated on drawings. (Size Noted)

B. All sleeves shall be installed under proposed pavement areas prior to subgrade and base construction.

C. Sleeves shall have a minimum horizontal separation of 18" and a maximum of twenty-four (24) inch clearance below bottom of curb.

D. All sleeves shall have a minimum horizontal separation of twenty-four (24) and maximum of thirty-six inches from center to center.

E. Stub up sleeve pipe twelve (12) inches above ground surface and cap. Paint cap with fluorescent orange paint for easy identification.

F. The location of all sleeves shown on the plans is schematic. The contractor shall make any adjustments necessary to accommodate existing vegetation, utilities, or other existing conditions.

G. If the road crossings are designated as being bore locations the bore must be ample size to accommodate the size sleeve specified.

2.3 CONTROL SYSTEM

A. The Controller shall be two-wire, decoder based system (as stated on plans).

B. The automatic controllers shall be as shown on the plans and shall be made by the same manufacturer as valves.

C. Install Rain Check or Mini-Click type shut off device to override the control timer in the event of rain.

2.4 CONTROL WIRE

A. Two-wire Control wire shall be type UF, UL approved, for direct burial and shall be #14-2/MAXI, solid copper, double jacked, insulated.

B. Joining of underground wires shall be made with watertight connectors in valve boxes. No splicing between boxes is acceptable. Utilize 3M DBR/Y-6 Connections unless directed otherwise.

C. All wire connections in valve boxes; first example shall stay open until the Designer approves.

D. Install LSP-1 Surge Proection Device every 300 feet or every 6 decoders, whichever is less, with Ground Rod, on two-wire path and at end of wire run that terminates in field (star configuration).

2.5 IRRIGATION VALVES

A. Zone Control Valves

1. Globe-type diaphragm valves of normally closed design, with bronze bodies or heavy- duty plastic and covers (type noted on drawings). Operation accomplished by means of an integrally mounted heavy-duty 24 volt AC solenoid complying with National Electrical Code, Class II Circuit, solenoid coil potted in epoxy resign within a plastic-coated stainless steel housing. Solenoids shall be completely waterproof, suitable for direct underground burial. Provide a flow stem adjustment in each

valve.

2. To be installed with Single Station Decoder (as specified on plans).

2.6 VALVE BOXES

A. All valves shall be installed in thermoplastic valve access boxes of the size required to permit access to the valve. Valve boxes shall include black thermoplastic locking covers. Manufacturer - Carson or approved equal.

B. All valve boxes shall be installed on at least a two (2) cubic foot gravel base to provide foundation and drainage.

C. All valve box elevations shall be ½" below finished grade.

2.7 THRUST BLOCKS

A. Place one cubic ft. of concrete for each inch of pipe diameter for thrust block. Thrust shall not allow vertical or horizontal movement of pipe in any direction unless otherwise noted on design. Thrust blocking shall be provided on all piping three (3) inch diameter and larger.

2.8 DRIP IRRIGATION

A. Drip irrigation equipment shall be as specified on plans (emitter types, emitter flow rates, etc).

PART 3 - EXECUTION

3.1 EXCAVATION AND BACKFILL

A. Trenches for pipe sprinkler lines shall be excavated of sufficient depth and width to permit proper handling and installation by any other method the Contractor may desire if approved by the Owner, pipe manufacturer, and Designer. The backfill shall be thoroughly compacted and evened off with the adjacent soil level. Selected fill dirt or sand shall be used if soil conditions are rocky. In rocky areas the trenching depth shall be two (2) inches below normal trenching depth to allow for this bedding. The fill dirt or sand shall be used in filling (4) inches above the pipe. The remainder of the backfill shall contain no lumps or rocks larger than three (3) inches. The top twelve (12) inches of backfill shall be topsoil, free of rocks, subsoil, or trash. Any open trenches or partially backfilled trenches left overnight or left unsupervised shall be barricaded to prevent undue hazard to the public.

2. The Contractor shall backfill in six (6) inch compacted lifts as needed to bring the soil to its original density.

C. In the spring following the year of installation, the Contractor shall repair any settlement of

the trenches by bringing them to grade with topsoil, and seeding with the existing lawn type(s). Watering and maintenance of the repaired areas shall be the Owner's responsibility.

3.2 INSTALLATION OF PLASTIC PIPE

A. Plastic pipe shall be installed in a manner that permits expansion and contraction as recommended by the manufacturer.

B. Plastic pipe shall be cut with a handsaw or hacksaw with the assistance of a square in sawing vice or in a manner so as to ensure a square cut. Burrs at cut ends shall be removed prior to installation so that a smooth unobstructed flow will be obtained.

C. All plastic-to-plastic joints shall be solvent weld joints or slip seal joints. Only the solvent recommended for the pipe and fittings shall be installed as outlined and instructed by the pipe manufacturer. The Contractor shall assume full responsibility for the correct installation.

D. The joints shall be allowed to set at least twenty-four (24) hours before pressure is applied to the system on PVC pipe.

3.3 CONTROLLER AND ELECTRICAL CONNECTIONS

A. All electrical connections shall conform to the National Electrical Code, latest edition.

B. Control wires installed beneath walks, drives, or other permanent surfaces shall be placed in sleeves.

C. Wires shall be spliced only at valve boxes.

D. Leave twenty-four (24) inch loop of wire at each valve for expansion/contraction and servicing.

E. Controllers and valves shall be from the same company e.g. (Rain Bird, Toro or approved equal).

F. 120 VAC electrical power supply to the controller location shall be supplied by others.

3.4 FLUSHING AND TESTING

A. After all new sprinkler piping and risers are in place and connected for a given section and all necessary division work has been completed and prior to the installation of sprinkler heads all control valves shall be opened and a full head of water used to flush out the system.

B. Sprinkler main shall be pressure tested as follows:
   1. Two (2) hour pressure test at 1.5 times the system operating pressure
   2. Twenty four (24) hour pressure test at the system operating pressure

If leaks occur, repair and repeat the test until no leaks occur (pressure does not drop). Give Designer twenty-four hours notice prior to testing.

C. Testing of the system shall be performed after completion of the entire installation and any necessary repairs shall be made at the Contractor's expense to put the system in good working order before final payment by the Owner.

D. Adjustment of the sprinkler heads, and automatic equipment, will be done by the Contractor upon completion of installation to provide optimum performance. Minor adjustments during the guarantee period will be made by the Owner.

E. After completion, testing, and acceptance of the system, the Contractor will instruct the Owner's personnel in the operation and maintenance of the system.

3.5 CLEAN UP AND PROTECTION

A. During irrigation work, Contractor shall keep project site clean and orderly

B. Upon Completion of Work, clear grounds of debris, superfluous materials and all equipment.

Remove from site to satisfaction of the Owner's Representative.

3.6 WINTERIZING THE SYSTEM

A. Contractor's responsibility to winterize the irrigation system the first winter following Substantial Completion of the Project.

3.7 INSPECTION

A. Periodic Inspections will be made by the Landscape Architect/Owner's Representative to review the quality and progress of the work. Work found to be unacceptable must be corrected within a timely mater (to be determined by Owner's Representative). Remove rejected materials promptly from the project site.

B. It will be the responsibility of the Irrigation Contractor to provide a reliable communication system (i.e. Two way radios or remote radio control activation system) for Substantial Completion and all periodic inspections.

PART 4.0 – CODES, PERMITS, WARRANTY, AND GUARANTEE

4.1 CODES AND ORDINANCES

A. All materials, installation parameters, and operations shall conform to all applicable codes and ordinances. It is the Contractor's responsibility to investigate and follow all regulations. Contractor is responsible to verify applicable codes and ordinances prior to submitting bid. Before bid submittal, it is the Contractor's responsibility to notify the

Irrigation Consultant/Designer at least 5 days before bid submittal, of any changes due to code or ordinance discrepancies. If the Contractor does not comply with this process and notification, the Contractor shall be responsible for the necessary installation change and redesign costs for non-compliance.

4.2 PERMITS AND FEES

A. The Contractor shall obtain, at his expense, all required permits and shall pay all required fees. Any penalties imposed due to failure to obtain any permit or pay any fee shall be the responsibility of the Contractor.

4.3 WARRANTY AND GUARANTEE

A. The Contractor shall furnish a certificate of warranty registration and a written guarantee of work and materials for a one year period from the date of final acceptance of the Irrigation System by the Owner and the Designer.

END OF SECTION

SECTION 32 9000
LANDSCAPE MAINTENANCE

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 00 Specification Sections apply to this section.

1.2 SUMMARY

A. This section describes maintenance of plants, lawn, and irrigation system for a period of one year after date of substantial completion of their construction.

1.3 RELATED SECTIONS

A. Section 32 9223, Grassing

B. Section 32 9300, Planting

1.4 REFERENCES

A. AAN: American Association of Nurserymen

B. ANSI: American National Standards Institute

1. ANSI Z60.1: Nursery Stock

C. National Arborist Association Standard No. 3

D. ASTM: American Society of Testing Materials

1.5 QUALITY ASSURANCE

A. Obtain each type of prepackaged and bulk material from one source with resources to provide materials and products of consistent quality in appearance and physical properties.

B. Manufacturer Qualifications:

1. Each type of manufactured product covered under this Section shall be produced by a single manufacturer unless otherwise specified

2. Manufacturer shall submit evidence of having not less than five (5) years successful production of this product

C. Subcontractor Qualifications:

1. Subcontractor shall submit evidence of skill and not less than five (5) years specialized experience with specified products

2. Utilize an installer having successfully completed maintenance similar in design, material and extent indicated on this project.
3. Coordinate sequencing, scheduling and protection of work (including finished work) with other supporting, adjacent, contiguous or otherwise related material trades

1.6 SUBMITTALS

A. Samples for verification:

1. Accepted samples become the standard of acceptance for the work

2. Submit one cubic foot of mulch for review ten days prior to delivery to the work area.

3. Submit one cubic foot of topsoil proposed thirty days prior to delivery to the work area.

a. Submit three samples to soil testing laboratory in sealed containers to prevent contamination.

i. Submit physical and chemical test report results prior to delivery of the topsoil sample.

B. Certificates required by law shall accompany shipments. Deliver all certificates to the Owner.

C. Product Data:

1. Manufacturer's product catalog sheets with specifications

2. Laboratory test results certifying compliance with referenced standards

D. Installation Subcontractor:

1. Job references from projects of similar size and complexity. Provide Owner/Client/General Contractor names, postal address, phone, and email.

2. Submit installer qualifications to provide satisfactory evidence that the installer complies with the qualifications set out in section 1.5.

3. Written Method Statement and Quality Control Plan that describes material staging and flow, installation procedures, and representative reporting forms that ensure conformance to the project specifications.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Comply with manufacturer's ordering instructions and lead-time requirements to avoid construction delays

B. Store packaged materials on elevated platforms in a secure, dry location. If not stored in an enclosed location, fully cover tops and sides of material with waterproofsheeting, securely tied.

C. Delivery of materials and products:

1. In manufacturer's original, unopened, undamaged container packaging with identification tags intact.

2. Comply with manufacturer's ordering instructions and lead-time requirements to avoid construction delays.
3. Coordinate delivery schedule to minimize interference with normal use of buildings adjacent to work.

4. Unload product(s) at job site in such a manner that no damage occurs to the product(s) or existing construction.

D. Delivery of plants: Notify the Owner of delivery schedule for plants at least 24 hours in advance to allow inspection upon arrival at the work area.

1. Refer to Section 32 9300 Planting

1.8 PROJECT CONDITIONS

A. Protect stored products, materials and completed work from damage or contamination due to inclement or freezing weather.

1. Do not use damaged or contaminated products or materials.

2. Remove and replace completed work damaged by inclement or freezing weather.

B. Cold weather: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or other frozen base material.

C. Inclement weather: Do not install products during heavy rain or snowfall.

PART 2 – PRODUCTS

2.1 FERTILIZERS

A. Slow release: 20-5-10 with 40 percent nitrogen slow release and with trace elements

1. Product 1

a. Manufacturer: manufacturer, contact rep, phone number

2.2 HERBICIDE

A. Post emergence herbicide, as required to control broadleaf weeds.

B. Pre-emergence herbicide, required to control germination of annual and perennial weeds in planting are-as.

C. Contact herbicide shall be Glyphosate

2.3 AMENDMENTS

A. Dolomite lime, No. 10.

2.4 SEED

2.5 EQUIPMENT

A. Mower blades shall be in sharpened condition, properly adjusted, and free from nicks, burrs, or flat spots.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Examine areas where work will occur for conditions affecting performance. Conduct examination with Owner and Subcontractor present.

1. Proceed with work only after unsatisfactory conditions have been corrected. Beginning work means acceptance of conditions affecting performance.

3.2 GENERAL

A. Maintenance activities shall begin in each planting or grassing area immediately following completion of work in accordance with Section 32 9000 Planting and Section 32 9223 Grassing.

B. Promptly perform required maintenance to keep weeds and plant growth under control.

3.3 REGULAR ACTIVITIES

A. Perform work listed in TABLE 1 below at the frequencies (number of times per month) indicated in the table and as specified in this section.

B. Inspect the area once a week and adjust timing of the listed activities to maintain plants and lawns in a healthy growing condition.

C. Walk through area and pick up noticeable trash and debris.

D. Remove weeds on every visit.

E. Clean sidewalks, driveways, vaults, and other hard surfaces of debris and waste.

3.4 APPLICATION OF CHEMICALS

A. Notify the Owner of intent to apply herbicide or fertilizer.

B. No substitutes to specified chemical herbicides or fertilizers will be allowed without approval of the Owner.

C. Apply herbicide and fertilizer strictly according to the manufacturer's recommendations.

D. Do not apply herbicide and fertilizer to impervious areas unless specifically directed to do so by the Owner. Use deflectors to prevent improper fertilizer application.

3.5 LAWN AREAS

A. Remove barriers around lawn areas when the grass has become established.

B. Maintain healthy growing conditions by mowing, edging, hand clipping, fertilizing, weeding, applying herbicide, and performing other essential maintenance operations.

C. Mow lawn areas according to the frequencies shown in the maintenance service program table.

D. Mow to a height of 1 1/2 inches.

E. Do not remove more than 1/3 of existing grass height in a single cutting.

F. Remove clippings, unless cut with a reel mower and clipping length is less than 1/2 inch.

G. Change mowing pattern every mowing to reduce rutting and compaction of newly established grades. Patterns shall compliment grades and shape of lawn areas.

H. Fertilize at a rate of five pounds per 1,000 square feet. Application shall be as listed in table at the end of this section. Other applications of fertilizer shall be at the option of the Owner and shall be applied on a time-and-materials basis. Obtain Owner approval prior to ordering materials or beginning work.

I. Apply lime at the rate of 50 pounds per 1,000 square feet.

J. Inspect lawn condition on every visit and make watering time clock adjustments as required to keep lawn area in a healthy, growing, and lush green condition, free from stress. Determination of condition shall be made by the Owner.

K. In October, reseed sparse or bare areas of lawn at the rate of 10 pounds per 1,000 square feet. Use the same seed mix as originally installed for lawn area.

L. Keep lawn substantially free of broadleaf weeds. Control, if necessary, with weed killer approved by the Owner, and applied at the manufacturer's directions.

M. Within 15 days of discovery or notification, control lawn diseases with applicable products and in accordance with the manufacturer's recommendation.

N. Treat a 24 inch buffer zone around undeveloped edges with herbicide for control of unwanted vegetation.

3.6 PLANT MAINTENANCE

A. Replace broken tree tie stakes.

B. Maintain healthy growing conditions by watering (including hand watering), pruning, spraying, control-ling insects, weeding, and performing other essential maintenance operations.

C. Inspect plant materials every 21 days and replace dead or impaired plants within seven days of inspection.

D. Make watering time clock adjustments as required to keep plant materials in a healthy, growing, and lush condition, free from stress. Determination of condition will be made by the Owner.

E. Adjust tree and shrub ties as required to prevent girdling.

3.7 IRRIGATION SYSTEM

A. Maintain and regulate irrigation system for optimum growing conditions for plants.

B. Perform maintenance, including replacement, repair, and adjustments of irrigation system to ensure proper continual irrigation function from March to November.

C. During the period when the system is active, provide routine inspection of the system at least every 7 days and make repairs within 48 hours. This shall include balancing, adjusting, and tightening of nozzles.

D. Any damage to the system that prevents use during scheduled watering periods shall be considered urgent and repairs shall be made by the Contractor within 24 hours of being brought to his attention.

E. Perform major repairs due to vandalism or vehicular accidents, etc., on a time-and-materials basis. Obtain Owner approval prior to ordering materials or beginning work.

F. Winterize the system between November 1 and November 15, and start up the system between March 1 and March 15. Utilize both procedures as an instruction session for Owner landscape personnel. Contact the Owner to set instruction date.

3.8 INSTALLATION

A. If plant replacement is required, refer to Section 32 9300 Planting

B. If lawn replacement is required, refer to Section 32 9223 Grassing

3.9 FIELD QUALITY CONTROL

A. Inspect site monthly and file a written report to the Owner detailing the maintenance activities of the month and recommendations for adjusting maintenance activities for the next month.

3.10 PROTECTION AND CLEAN UP

A. Protection:

1. Protect work from damage, discoloration and theft.

B. Clean up:

1. All materials generated by construction work in this section shall be removed at the end of each section of the work and the site shall be left in a clean and safe condition.

2. After completion of any repair work, clean all exposed surfaces

3.11 MAINTENANCE

A. Repairs:

1. Repair or replace any damaged work to the original specified condition prior to handover.

B. Maintenance:

1. The installer shall return to the site at the Owner's request over a period of one year from handover to rectify any problems in the work caused by a failure in workmanship.

TABLE 1

ONE-YEAR LANDSCAPE MAINTENANCE SERVICE PROGRAM	NO. OF DAYS PER MONTH ITEMS OF WORK SHALL OCCUR *Schedule as required											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1. MOWING: Reel or rotary cut	1	1	2	4	4	4	4	4	4	3	2	1
2. EDGING: Power edge curbs and mowing strip			1	1	2	2	2	2	1	1	1	
3. HAND CLIPPING: Around trees, utility poles, signs, and fire hydrants			1	1	1	1	1	1	1	1		
4. FERTILIZE TURF		1		1		1			1		1	
5. APPLY LIME	1											
6. POST-EMERGENCE HERBICIDES - TURF: Control of broadleaf weeds					1		1		1			
7. POLICE/HAND WEED: Pick up noticeable trash and weeds	2	2	2	4	4	4	4	3	3	3	2	2
8. HAND SPRAY: Weed control for planting areas				1	1	1	1	1	1			
9. PRE-EMERGENCE HERBICIDE - PLANTING AREAS: Control germination of annual and perennial weeds		1								1		
10. LEAF CLEAN-UP: Pick up and remove from planting areas		1									1	
11. IRRIGATION: Turn on, balance out system for coverage – Turn off, drain, winterize			ON								OFF	
12. IRRIGATION: Additional hand watering - new trees only					2	2	2	2	2	1		
13. IRRIGATION: Watering time clock adjustments			*	*	*	*	*	*	*	*		
14. IRRIGATION: Typical day-to-day maintenance			*	*	*	*	*	*	*	*	*	
15. IRRIGATION: Major repairs required due to vandalism or vehicles	*	*	*	*	*	*	*	*	*	*	*	*

END OF SECTION

SECTION 32 9113
SOIL PREPARATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 00 Specification Sections apply to this section.

1.2 SUMMARY

A. This section describes preparation of soil including application of herbicide and soil amendments.

1.3 RELATED SECTIONS

A. Examine Contract Documents for requirements that affect work of this Section. Other Specification Sections that directly relate to work of this Section include, but are not limited to:

1. Section 31 2000, Earthwork
2. Section 32 9119, Landscape Grading
3. Section 32 9223, Grassing
4. Section 32 9300, Planting

1.4 REFERENCES

A. AAN: American Association of Nurserymen

B. ANSI: American National Standards Institute

1. ANSI Z60.1: Nursery Stock

C. National Arborist Association Standard No. 3

D. American Society of Testing Materials (ASTM)

1.5 QUALITY ASSURANCE

A. The Contractor shall provide one person who:

1. Directs work performed under this section.
2. Is familiar with the materials and methods for installation.
3. Is present at all times during execution of work in this section.

B. Government Inspection: Herbicides and Fertilizer shall meet or exceed the specifications of federal, state and county laws requiring inspection.

C. Industry Standards:

1. Not Used

D. Sourcing:

1. Obtain each type of bulk material from one source with resources to provide materials and products of consistent quality in appearance and physical properties.

E. Manufacturer Qualifications:
1. Each type of manufactured product covered under this Section shall be produced by a single manufacturer unless otherwise specified
2. Manufacturer shall submit evidence of having not less than five (5) years successful production of this product

F. Coordinate sequencing, scheduling and protection of work (including finished work) 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, 4th Ed., by Gaylord, Gaylord and Stallmeyer. The load distribution width is equal to the tire width plus 0.6 times the slab span but in no case will it be greater than the smallest of the following values:

1. 1/2 the deck width,
2. 75% of the wheel track spacing, or
3. 4′ + 0.06S, per AASHTO, where S = slab span in feet

5.0 WELDING

5.1 Welding

Welding and weld procedure qualification tests shall conform to the provisions of ANSI/AWS D1.1 "Structural Welding Code", latest edition. Filler metal shall be in accordance with the applicable AWS Filler Metal Specification. For exposed, bare, unpainted applications of corrosion resistant steels (i.e. ASTM A588 and A847), the filler metal shall be in accordance with AWS D1.1.

5.2 Welders

Welders shall be properly certified, each of whom shall submit certification of satisfactorily passing AWS standard qualification tests for all positions with unlimited thickness of base metal, have a minimum of 6 months experience in welding tubular structures and have demonstrated the ability to make uniform sound welds of the type required.

6.0 SUBMITTALS

6.1 Submittal Drawings

Schematic drawings and diagrams shall be submitted to the customer for their review after receipt of order. Submittal drawings shall be unique drawings, prepared to illustrate the specific portion of the work to be done. All relative design information such as member sizes, bridge reactions, and general notes shall be clearly specified on the drawings. Drawings shall have cross referenced details and sheet numbers. All drawings shall be signed and sealed by a Professional Engineer who is licensed in accordance with Section 3.0.

6.2 Structural Calculations

Structural calculations for the bridge superstructure shall be submitted by the bridge manufacturer and reviewed by the approving engineer. All calculations shall be signed and sealed by a Professional Engineer who is licensed in accordance with Section 3.0. The calculations shall include all design information necessary to determine the structural adequacy of the bridge. The calculations shall include the following:

* All AASHTO LRFD checks for axial, bending and shear forces in the critical member of each truss member type (i.e. top chord, bottom chord, floor beam, vertical, etc.).

* Checks for the critical connection failure modes for each truss member type (i.e. vertical, diagonal, floor beam, etc.). Special attention shall be given to all welded tube on tube connections.

* All bolted splice connections.

* Main truss deflection checks.

* U-Frame stiffness checks (used to determine K factors for out-of-plane buckling of the top chord) .

* Deck design.

NOTE: The analysis and design of triangulated truss bridges shall account for moments induced in members due to joint fixity where applicable. Moments due to both truss deflection and joint eccentricity must be considered.

6.3 Welder certifications in compliance with AWS standard qualification tests.

6.4 Welding procedures in compliance with Section 5.1.

7.0 FABRICATION

7.1 General Requirements

7.1.1 Drain Holes

When the collection of water inside a structural tube is a possibility, either during construction or during service, the tube shall be provided with a drain hole at its lowest point to let water out.

7.1.2 Welds

Special attention shall be given to developing sufficient weld throats on tubular members. Fillet weld details shall be in accordance with AWS D1.1, Section 3.9.2. Unless determined otherwise by testing, the loss factor "Z" for heel welds shall be in accordance with AWS Table 2.9. Fillet welds which run onto the radius of a tube shall be built up to obtain the full throat thickness. The maximum root openings of fillet welds shall not exceed 3/16" in conformance with AWS D1.1, Section 5.22. Weld size or effective throat dimensions shall be increased in accordance with this same section when applicable (i.e. fit-up gaps> 1/16").

7.1.3 Sealing and Caulking

To prevent rust runs on painted structures, open ends of all tubes shall be capped and seal welded. Wherever practical, member end connections and steel on steel contact surfaces, such as stringer to floor beam connections, shall be welded all around. Long seams between members or any seam which cannot be practically welded shall be caulked.

7.1.4 Paint Clearance

To provide adequate clearance for initial painting and future recoating, a minimum of a 1-1/2² gap shall be provided between any two opposing painted surfaces. If this gap cannot be maintained, member sizes shall be increased or filler plates added to bring the opposing surfaces in contact for seal welding.

7.2 Quality Certification

Bridge(s) shall be fabricated by a fabricator who is currently certified by the American Institute of Steel Construction to have the personnel, organization, experience, capability, and commitment to produce fabricated structural steel for the category Intermediate or Advanced "Major Steel Bridges" as set forth in the AISC Certification Program with Fracture Critical Endorsement. Quality control shall be in accordance with procedures outlined for AISC certification. For painted structures, the fabricator must hold an SPE-P1 "Sophisticated Paint Endorsement - Enclosed" as set forth in the AISC certification program. Furthermore, the bridge(s) shall be fabricated in a facility owned and/or leased by the corporate owner of the manufacturer, and fully dedicated to bridge manufacturing.

Bridge manufacturer shall provide evidence of employing a minimum of 2 AWS Certified Welding Inspectors (CWI's) at the fabrication facility to insure continuous inspection during manufacturing.

8.0 FINISHING

8.1 Blast Cleaning

8.1.1 Painted Steel

All exposed surfaces of steel to be painted shall be blast cleaned in accordance with the appropriate section of the Steel Structures Painting Council Surface Preparation Specifications as recommended by the paint manufacturer.

8.2 Painting

All exposed steel surfaces shall receive shop applied primer and finish coats. The paint system shall consist of the following:

* Primer: Sherwin Williams Zinc Clad IV Primer
Intermediate coat: Sherwin Williams Macropoxy 646
Top Coat: Sherwin Williams Acrolon 218 HS

The primer and top coat shall be applied in accordance with and to the minimum dry film thickness listed in the paint manufacturer's recommendations. The top coat paint color shall be ***Forest Green***.

NOTE: Unless specified otherwise, connection faying surfaces and the interior surfaces of all structural tubing shall not be coated.

8.2.3 Touch-up Paint

A nominal quantity of touch-up paint will be provided to repair marred surfaces. Touch-up painting includes any and all painting required after the structure reaches the site, and is the responsibility of others. This painting shall include, but not be limited to, the following areas:

1. Any areas damaged due to shipping, handling, and erection of the bridge and components.
2. Bolt heads and exposed area of bolts and nuts as applicable.
3. Non-galvanized attachments or anchor bolts if not made of corrosion resistant steel.
4. If applicable, small areas (0^2 to 2^2 each side) around bolted field splices, designed as "slip critical", where one or all paint coats may be required to be left off the faying surfaces.

8.2.4 Painter Qualifications

All painters shall be certified by the appropriate paint manufacturer for proper handling, mixing, thinning (if required) and application of the paint system in accordance with the manufacturer's instructions. The painters shall also be certified by the Department of Transportation in the state in which the bridge is manufactured.

9.0 DELIVERY AND ERECTION

9.1 Delivery

Delivery is made to a location nearest the site which is easily accessible to normal over-the-road tractor/trailer equipment. All trucks delivering bridge materials will need to be unloaded at the time of arrival.

9.2 Installation

The manufacturer will provide detailed, written instruction in the proper lifting procedures and splicing procedures (if required). The method and sequence of erection shall be the responsibility of others.

9.3 Maintenance

The bridge manufacturer shall provide written inspection and maintenance procedures to be followed by the bridge owner.

10.0 BEARINGS

10.1 Bearing Devices

Bridge bearings shall consist of a steel setting or slide plate placed on the abutment or grout pad and a fabric reinforced elastomeric pad with Teflon and stainless steel placed on top of the setting plate. The bridge bearing plate which is welded to the bridge structure shall bear on bearing pad and setting plate. One end of the bridge will be fixed by fully tightening the nuts on the anchor bolts at that end. The opposite end will have finger tight only nuts to allow movement under thermal expansion or contraction.

10.2 Elastomeric Bearings

Bridge shall be supplied with a fabric reinforced elastomeric pad. The bridge bearings shall sit in a recessed pocket on the concrete abutment. Minimum 28-day strength for the abutment concrete shall be a minimum 3,000 PSI. The bearing seat shall be a minimum of 16" wide. The step height (from bottom of bearing to top-of-deck) shall be determined by the bridge manufacturer.

Bridges shall have stainless steel on teflon slide bearings placed between the bridge bearing plate and the fabric reinforced elastomeric pad. The top slide plate shall be large enough to cover the lower teflon slide surface at both temperature extremes.

Bridges in excess of 100 feet will be provided with two cover plates (one on each end of bridge).

11.0 FOUNDATIONS

Unless specified otherwise, the bridge manufacturer shall determine the number, diameter, minimum grade and finish of all anchor bolts. The anchor bolts shall be designed to resist all horizontal and uplift forces to be transferred by the superstructure to the supporting foundations. Engineering design of the bridge supporting foundations (abutment, pier, bracket and/or footings), including design of anchor bolt embedments, shall be the responsibility of the foundation engineer. **The contractor shall provide all materials for (including anchor bolts) and construction of the bridge supporting foundations**. The contractor shall install the anchor bolts in accordance with the manufacturer's anchor bolt spacing dimensions.

Information as to bridge support reactions and anchor bolt locations will be furnished by the bridge manufacturer after receipt of order and after the bridge design is complete.

12.0 PAYMENT

A partial payment or "deposit" for the prefabricated bridge shall be made upon order and storage as required by the terms of the manufacturer.

13.0 WARRANTY

The bridge manufacturer shall warrant their steel structure(s) are free of design, material and workmanship defects for a period of ten years from the date of delivery. Wood decking material carries no warranty.

This warranty shall not cover defects in the bridge caused by abuse, misuse, overloading, accident, improper installation, maintenance, alteration or any other cause not the result of defective materials or workmanship. This warranty does not cover damage resulting from or relating to the use of any kind of de-icing material. This warranty shall be void unless owner's records can be supplied which shall indicate compliance with the minimum guidelines specified in the inspection and maintenance procedures.

Repair, replacement or adjustment~~,~~ at the sole discretion of the bridge manufacturer~~,~~ shall be the exclusive remedy for defects under this warranty. The bridge manufacturer shall not be liable for any consequential or incidental damages for breach of any express or implied warranty on their structure.

Any claim under this warranty shall be made promptly and directly to CONTECH Engineered Solutions, LLC who shall have the option, at its sole discretion, to repair, replace or adjust any covered defect without charge to the original purchaser.

SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.
REV: 4/17

14.0 APPROVAL CHECKLIST

The following checklist will be used in the evaluation of all submittals to assure compliance with the Special Specifications for Prefabricated Bridge. This checklist is considered the minimum acceptable requirements for compliance with these specifications. Any deviations from this checklist shall be considered grounds for rejection of the submittal. Any costs associated with delays caused by the rejection of the submittal, due to non-compliance with this checklist, shall be fully borne by the contractor and bridge supplier.

SUBMITTAL DRAWINGS

Data Required to be Shown:

- □ Bridge Elevation
- □ Bridge Cross Section
- □ All Member Sizes
- □ All Vertical Truss Members are Square or Rectangular Tubing
- □ Bridge Reactions
- □ General Notes Indicating
  - □ AASHTO LRFD Conformance
  - □ Material Specifications to be Followed
  - □ Design Live Load
  - □ Design Vehicle Load (If Applicable)
  - □ Design Wind Load
  - □ Other Specified Design Loads
  - □ Welding Process
  - □ Blast Cleaning
- □ Detailed Bolted Splices (If Applicable)
- □ Bolted Splice Location (If applicable)
- □ Signature and Seal of Professional Engineer, licensed in Accordance with Section 3.0

DESIGN CALCULATIONS

Data Required to be Shown:

- □ Data Input for 3-D Analysis of Bridge
  - □ Joint Coordinates & Member Incidences
  - □ Joint and Member Loads
  - □ Member Properties
  - □ Load Combinations
- □ AASHTO LRFD Checks for Each Member Type
- □ Critical Connection Failure Mode Checks For Each Member Type
  - □ Chord Face Plastification Checks
  - □ Punching Shear Checks
  - □ Material Failure Checks (Truss Webs)
  - □ Weld Failure Checks (Effective Length)
  - □ Weld Failure Checks (Ultimate)
  - □ Local Buckling of the Main Member Face Checks
  - □ Main Member Yielding Failure Checks
  - □ Main Member Crippling Failure Checks
- □ Main Member Buckling Failure Checks
- □ Main Member Shear Failure Checks
- □ All Bolted Splice Checks (if applicable)
- □ Main Truss Deflection Checks
- □ Decking Material Checks
- □ "U-Frame" Stiffness Checks (if applicable)
- □ Interior and End Portal Design Checks (if applicable)
- □ Determination of Top Chord K Factor Based on "U-Frame" Stiffness (if applicable)
- □ Consideration of Individual Member Moments Due to Truss Deflection, Joint Fixity and Joint Eccentricity

FABRICATION SUBMITTALS

Data Required to be Shown:

- □** Written Installation Instructions
- □** Written Splicing Instructions
- □** Written Maintenance & Inspection Instructions
- □** Welder Certifications
- □** Welding Procedures
- □ Material Certifications (if applicable)
  - □ Structural Steel (if applicable)
  - □ Decking (if applicable)
  - □ Structural Bolts (if applicable)
  - □** Quality Control Section of AISC Certification Manual (if applicable)
  - □** Painter Certifications (if applicable)
  - □ Weld Testing Reports (if applicable)

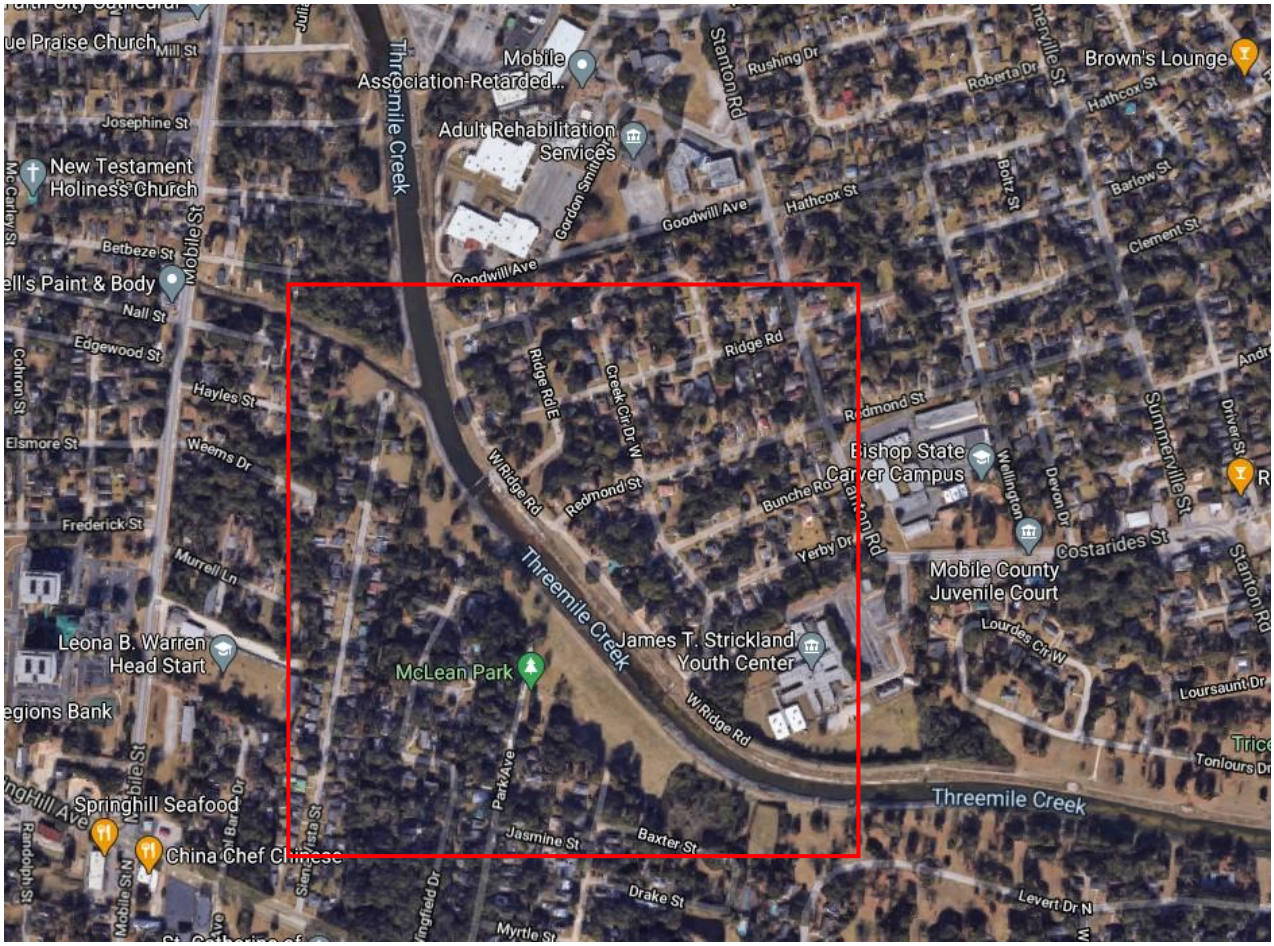
** NOTE: These items are required to be submitted along with Submittal Drawings and Design Calculations. Those Fabrication Submittal Items not marked are to be submitted prior to shipment of the bridge.

Appendix A

ATTACHMENT “A”

LOCATION

VICINITY MAP



ATTACHMENT “B”

CONTRACTORS INSURANCE CERTIFICATIONS

ATTACHMENT “C”

SUBCONTRACTIN PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ SDVO _____ Total #of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____ Title: _____

Email: _____ Phone: _____

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company_____ Your Bid/Proposal Amount $_____ Date:

_____/ _____/_____ Description_____

Name of Bidder/Proposer: _____

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone_____ Email_____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of _____.

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

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

I further attest that said_____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: _____.

_____

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20__.

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

_____

Signature and Seal of Notary Public

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC

FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____, _____ ___/___/____
(Title) (Date)

ATTACHMENT “D”

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY
TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2022-2045-2
THREE MILE CREEK : SECTION 6 NORTH PROJECT

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

_____

_____ _____

Witness Signature of Authorized Agent

_____ Title_____

CONTRACTOR'S AFFIDAVIT OF

PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. 2022-2045-2
THREE MILE CREEK : SECTION 6 NORTH PROJECT

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of: _____
County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none) _____
_____
_____
_____
_____

Contractor: _____

Subscribed and sworn to before me this _____

_____day of _____, 20___. By: _____

Title: _____

Notary Public: _____

My Commission Expires: _____

CITY OF MOBILE

CONTRACTOR'S
CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

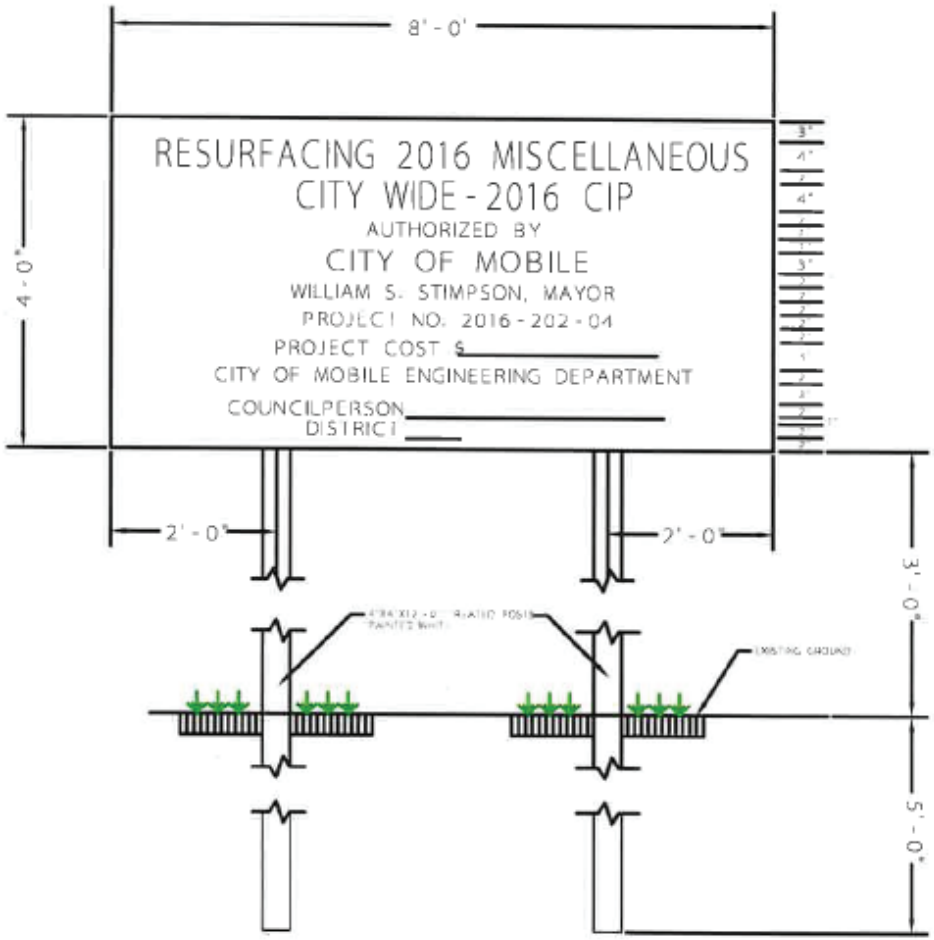
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.

7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT “E”

SIGN DETAILS



Notes:

1. This detail is provided as an example only. Text will be project specific.
2. The following RESTORE Grant specific text must be included:

" This project was paid for [in part] with federal funding from the Department of Treasury and the Alabama Department of Conservation and Natural Resources under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf States Act of 2012 (RESTORE Act)."

PROJECT SIGN DETAIL

1) Sign shall be constructed of 3/4"exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel.
2) Sign to be placed at location directed by the Engineer.
3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site.
4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.

LETTER	REVISION	DATE

CITY OF MOBILE
ENGINEERING DEPT
CITY STANDARDS
PROJECT SIGN DETAIL
SIGN 1 OF 2

SCALE: N.T.S. | DATE: NOV 20, 2013

ATTACHMENT “F”

PROJECT ADDENDUMS

ATTACHMENT “G”

RESTORE DIRECT COMPONENT (BUCKET 1) CONSTRUCTION CONTRACT ATTACHMENTS

INFORMATION FOR BIDDERS RELATED TO RESTORE ACT FUNDING:

1. MINORITY BUSINESS ENTERPRISE AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) REQUIREMENTS: Documentation of compliance with the MBE/WBE requirements is a matter of contractor responsibility. When subcontracting, the contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence; MBE/WBE requirements and required documentation are outlined in ADCNR Required Attachments Section of the Contract Documents. Failure on the part of the contractor to submit proper documentation may cause the Owner to not execute or to terminate the contract.

2. DAVIS BACON AND RELATED ACTS: The Davis-Bacon Act and Related Acts are applicable to construction activities under this Contract. The prime contractor, all sub-contractors, and all lower-tier sub-contractors must comply with the Davis-Bacon Act (40 USC. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). The Contract Work Hours and Safety Standards Act (29 CFR §5.5(b)) applies to this contract and the Copeland "Anti-Kickback" Act (40 USC. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") also applies to all work performed.

   Detailed information regarding compliance with the aforementioned labor standards is included in the ADCNR Required Attachments Section of the Contract Documents.

   See Section VIII, Special Provisions, of the Contract Documents for the applicable prevailing wage determination issued by the Department of Labor. The decision to award a contract or subcontract is conditioned upon the acceptance of this wage determination, which may be superseded by addendum.

3. DEBARMENT AND SUSPENSION: All Bidders must obtain a SAM registration a Data Universal Number System (DUNS) number that is required for any entity to bid on and get paid for federal contracts or to receive federal funds. See *(Provision (H), 2 CFR 200 Appendix II).*



Required Attachments for

RESTORE Direct Component (Bucket 1)

Construction Contracts

Non-State and State Agency – Template version 12.18.2020

The "Required Attachments for RESTORE Direct Component Construction Contracts" is not intended to represent all requirements and obligations that may be applicable to contracts resulting from this solicitation. Any contract resulting from this solicitation will be subject to the terms and conditions of the Sub-Award Agreement between the Alabama Department of Conservation and Natural Resources ("ADCNR") and the Project Owner, the terms and conditions of the Federal Award from the U. S. Department of Treasury, including any Special Award Conditions, the ADCNR Sub-Award Terms and Conditions, the RESTORE Act Financial Assistance Standard Terms and Condition and Program-Specific Terms and Conditions under the "Direct Component," as amended, the RESTORE Act, 33 USC § 1321(t) et seq., the U.S. Department of Treasury Regulations governing the RESTORE Act, 31 CFR § 34 et seq., all applicable terms and conditions in 2 CFR Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended on August 13, 2020, including Appendix II to 2 CFR Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this contract. All of these terms and conditions apply to the Subrecipient and its Contractors, as well as any covered subcontractors or vendors whose work is funded as a result of this solicitation.

Requirements applicable to any contract issued as a result of this solicitation include, but are not limited to:

- CERTIFICATIONS RELATED TO RESTORE ACT DIRECT COMPONENT FUNDING
- RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS
- ADCNR SUB-AWARD TERMS AND CONDITIONS
- APPENDIX II TO 2 CFR PART 200: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
- LABOR STANDARDS SUPPLEMENTARY CONDITIONS TO THE CONSTRUCTION CONTRACT *(Davis Bacon and Related Acts)*
- PROCUREMENT OF RECOVERED MATERIALS
- PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OF EQUIPMENT

- DOMESTIC PREFERENCES FOR PROCUREMENTS

- CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- SAMPLE LETTER FROM CONTRACTOR TO MBE/WBE FIRMS

- 41 CFR §60-1.4(b) EQUAL OPPORTUNITY CLAUSE *(for Federally Assisted Construction Contracts)*

- 41 CFR §60-4.2(d) NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

- 41 CFR §60-4.3(a) STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246)

- SUBCONTRACTOR LISTING FORM *(The Lowest Responsive and Responsible Bidder MUST submit with required MBE/WBE documentation.)*

CERTIFICATIONS RELATED TO

RESTORE ACT DIRECT COMPONENT FUNDING

By submitting a bid for this contract, bidders expressly acknowledge that:

1) This project is funded in whole or in part with grant funding from the Department of Treasury and the Alabama Department of Conservation and Natural Resources under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act);

2) Any contract resulting from this bid will be subject to the terms and conditions of said funding award, the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, the ADCNR Sub-Award Terms and Conditions, the RESTORE Act, 33 USC 1321(t), Treasury Regulations 31 CFR § 34 et seq., including 31 CFR §§ 34, Subpart D, all applicable terms and conditions in 2 CFR Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable.;

3) Any contract awarded will be subject to 31 CFR Part 19 – Governmentwide Debarment and Suspension (Nonprocurement); and,

4) Any contract awarded is subject to Treasury Title VI regulations, 31 CFR Part 22, for the implementation of Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000d, et seq.).

5) Any contract awarded will be subject to the laws and regulations of the United States and the State of Alabama.

The owner will not enter into a contract with a bidder, or the bidder's principals, if the bidder or its principals appear on the federal government's Excluded Parties List. Bidders hereby certify, by submission of a proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Bidders must verify that any subcontractor (or the subcontractor's principals) does not appear on the federal government's Excluded Parties List prior to executing a subcontract with that entity. The Excluded Parties List is accessible at http://www.sam.gov**.**

RESTORE ACT

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

RESTORE ACT

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

U.S. Department of the Treasury

December 2018

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RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

PREFACE

The grant agreement is comprised of the following documents:

1. A Notice of Award from the Department of the Treasury ("Treasury");
2. The RESTORE Act Financial Assistance Standard Terms and Conditions ("Standard Terms and Conditions");
3. The RESTORE Act Financial Assistance Program-Specific Terms and Conditions ("Program-Specific Terms and Conditions");
4. The approved application, including all documents, certifications, and assurances that are part of the approved application;
5. The approved scope of work;
6. The approved budget; and,
7. Any special terms and conditions applied by Treasury to the award ("Special Award Conditions").

The recipient must comply, and require each of its subrecipients, contractors, and subcontractors employed in the completion of the activity, project, or program to comply with all federal statutes, federal regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award ("Award"), as applicable, in addition to the certifications and assurances required at the time of application. This Award is subject to the laws and regulations of the United States.

Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, federal regulations, applicable notices published in the Federal Register, EOs, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. Special Award Conditions may amend or take precedence over Standard Terms and Conditions and Program-Specific Terms and Conditions.

Some of these Standard Terms and Conditions contain, by reference or substance, a summary of pertinent federal statutes, federal regulations published in the Federal Register (Fed. Reg.) or Code of Federal Regulations (C.F.R.), EOs, or OMB circulars. In particular, these Standard Terms and Conditions incorporate many of the provisions contained in OMB's Uniform Guidance for Grants and Cooperative Agreements (2 C.F.R. Part 200), which supersedes former OMB Circular A-102 (the former grants management common rule), OMB Circular A-133 (single audit requirements), and all former OMB circulars containing the cost principles for grants and cooperative agreements. To the extent that it is a summary, such a provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular. Unless a definition is provided here, definitions can be found in the RESTORE Act (Public Law No. 112-141 (July 6, 2012)), Treasury's RESTORE Act regulations (79 Fed. Reg. 48039 (Aug. 15, 2014) and 79 Fed. Reg. 61236 (Oct. 10, 2014), codified at 31 C.F.R. Part 34)), and/or 2 C.F.R. Part 200.

A PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards made under the Direct Component include the following Program-Specific Terms and Conditions in this Section A:

1. **Administrative Costs**

   a. Administrative costs are defined at 31 C.F.R. § 34.2.

   b. Under no circumstances may the recipient use more than three percent of the Award funds received for administrative costs. Administrative costs do not include indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414. Costs borne by subrecipients do not count toward the three percent cap.

   c. Up to 100 percent of program income may be used to pay for allowable administrative costs, subject to the three percent cap.

2. **Oil Spill Liability Trust Fund**

   The recipient must not seek any compensation for the approved program or project from the Oil Spill Liability Trust Fund. If the recipient is authorized to make subawards, the recipient must not use Direct Component funds to make subawards to fund activities for which any claim for compensation was filed and paid out by the Oil Spill Liability Trust Fund after July 6, 2012.

3. **Remedies for Noncompliance**

   a. If Treasury determines that the recipient has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in Section M of these Standard Terms and Conditions, per 31 C.F.R. § 34.804, Treasury will make no additional payments to the recipient from the Gulf Coast Restoration Trust Fund (Trust Fund), including no payments from the Trust Fund for activities, projects, or programs until the recipient has either (1) deposited an amount equal to the amount expended for the ineligible activities in the Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act.

   b. If Treasury determines the recipient has materially violated the terms of this Award, Treasury will make no additional funds available to the recipient from any part of the Trust Fund until the recipient corrects the violation.

B PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards under the Centers of Excellence Research Grants Program include the following Program-Specific Terms and Conditions in this Section B:

1. **Allowable Costs**

   In addition to the prohibitions contained in 2 C.F.R. Part 200, Subpart E (*Cost Principles*), the following costs are unallowable unless approved in writing by Treasury:

   a. Construction, including the alteration, repair, or rehabilitation of existing structures. Facilities costs are allowable as indirect costs in a federally approved negotiated indirect cost rate.

   b. Acquisition of land or interests in land.

2. **Notifications**

   a. If the selection of a Center or Centers of Excellence occurs after the start date of this Award, the recipient must promptly inform Treasury of the following:

      i. Name of the Center of Excellence and the entity selected to administer it, including the names of member organizations if the entity is a consortium;

      ii. The DUNS Number of the entity;

      iii. Location of the entity;

      iv. Discipline or disciplines assigned to the Center of Excellence;

      v. Description of the actual public input process undertaken, including a summary of any comments received and a description of how they were addressed; and

      vi. The estimated budget for the Center, including the total allocation of funded dollars for the Center.

   b. The recipient must immediately notify Treasury if it anticipates selecting a new entity or consortium to serve as a Center of Excellence, or making other changes to the initial selection of Center(s) of Excellence described in the scope of work.

3. **Performance Reports**

   In addition to the reporting requirements in Section D, the recipient must submit an annual report to the Gulf Coast Ecosystem Restoration Council ("Council"), in a form prescribed by the Council that includes information on subrecipients, subaward amounts, disciplines addressed, and any other information required by the Council. When the subrecipient is a consortium, the annual report must also identify the consortium members. The recipient must provide a copy of this report to Treasury when it submits the report to the Council.

C FINANCIAL REQUIREMENTS

1. **Applicable Regulations**

   This Award is subject to the following federal regulations and requirements. This list is not exclusive:

   a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through F, and any Treasury regulations incorporating these requirements.

   b. Treasury's RESTORE Act regulations, 31 C.F.R. Part 34.

   c. Governmentwide Debarment and Suspension, 31 C.F.R. Part 19.

   d. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

   e. New Restrictions on Lobbying, 31 C.F.R. Part 21.

   f. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170.

   g. Award Term related to Trafficking in Persons, 2 C.F.R. Part 175.

2. **Scope of Work**

   The recipient must only use funds obligated and disbursed under this Award for the purpose of carrying out activities described in the attached approved scope of work. The recipient must not incur or pay any expenses under this Award for activities not related to the attached approved scope of work unless Treasury first approves an Award amendment explicitly modifying the approved scope of work to include those activities.

3. **Period of Performance: Pre-award Costs**

   The recipient must use funds obligated and disbursed under this Award only during the period of performance specified in the Notice of Award, which is the time period during which the recipient may incur new obligations and costs to carry out the work authorized under this Award. The only exception is for costs incurred prior to the effective date of this Award, which are allowable only if:

   a. Treasury specifically authorized these costs in writing on or after the issuance date of this Award;

   b. Incurring these costs was necessary for the efficient and timely performance of the scope of work; and

   c. These costs would have been allowable if incurred after the date of the award.

4. **Indirect Costs**

   a. The recipient may only charge indirect costs to this Award if these costs are allowable under 2 C.F.R. Part 200, subpart E (*Cost Principles*).

b. Indirect costs charged must be consistent with an accepted de minimis rate or the indirect cost rate agreement negotiated between the recipient and its cognizant agency (defined as the federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, see 2 C.F.R. § 200.19) and must be included in the recipient's budget.

c. Unallowable direct costs are not recoverable as indirect costs.

d. The maximum dollar amount of allocable indirect costs charged to this Award shall be the lesser of:

   i. The line item amount for the indirect costs contained in the approved budget, including all budget revisions approved in writing by the Treasury; or,

   ii. The total indirect costs allocable to this Award based on the indirect cost rate approved by a cognizant or oversight federal agency and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the Award end date.

5. **Cost Sharing and Budget Limitations**

   a. The recipient is not required to contribute any matching funds.

   b. The recipient shall not request or receive additional funding beyond what was included in the approved application for the attached approved scope of work from any federal or non-federal source without first notifying Treasury.

6. **Program Income**

   Any program income (defined at 2 C.F.R. § 200.80) generated by the recipient or the subrecipient during the period of performance of the award or subrecipient agreement, as applicable, must be included in the approved budget and be used for the purposes of the Award and under the conditions of these Standard Terms and Conditions and any Special Award Conditions, i.e. solely to accomplish the approved scope of work.

7. **Incurring Costs or Obligating Federal Funds Beyond the Expiration Date**

   The recipient must not incur costs or obligate funds under this Award for any purpose pertaining to the operation of the activity, project, or program beyond the end of the period of performance. The only costs which are authorized for a period up to 90 days following the end of the period of performance are those strictly associated with close-out activities. Close-out activities are normally limited to the preparation of final progress, financial, and required audit reports unless otherwise approved in writing by Treasury. Under extraordinary circumstances, and at Treasury's sole discretion, Treasury may approve the recipient's request for an extension of the 90-day closeout period.

8. **Tax Refunds**

   Refunds of taxes paid under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act (FUTA) that are received by the recipient during or after the period of performance must be refunded or credited to Treasury if these taxes were paid out of RESTORE Act funds in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*). The recipient agrees to contact Treasury immediately upon receipt of these refunds.

9. **Subawards**

a. If the recipient is permitted to make subawards under this award, the recipient must execute a legally binding written agreement with the subrecipient which includes a budget by federal object class categories or fixed amount (2 CFR 200.332) if approved by Treasury. This agreement must incorporate all the terms and conditions of this Award, including any Special Award Conditions, and must include the information at 2 C.F.R. § 200.331. The recipient must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200.

b. The recipient must evaluate and document each subrecipient's risk of noncompliance with federal statutes, federal regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring strategy, as described in 2 C.F.R. § 200.331(b).

c. The recipient must monitor the subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient is administering the subaward in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and to ensure that performance goals are achieved.

d. The recipient must provide training and technical assistance to the subrecipient as necessary.

e. The recipient must, if necessary, take appropriate enforcement actions against non-compliant subrecipients.

f. If lower tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward applies the terms and conditions of this Award, including any Special Award Conditions, to all lower tier subawards through a legally binding written agreement, and that a subrecipient who makes a subaward carries out all the responsibilities of a pass-through entity described at 2 C.F.R. Part 200.

g. The recipient must maintain written standards of conduct governing the performance of its employees involved in executing this Award and administration of subawards.

   i. No employee, officer, or agent shall participate in the selection, award, or administration of a subaward supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization in which he/she serves as an officer or which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for a subaward.

   ii. The officers, employees, and agents of the recipient shall neither solicit nor accept anything of monetary value from subrecipients.

   iii. A recipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward.

   iv. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

D RECIPIENT REPORTING AND AUDIT REQUIREMENTS

1. **Financial Reports**

   a. The recipient must submit a "Federal Financial Report" (SF-425) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 must be submitted within 90 days after the end of the period of performance.

   b. In the remarks section of each SF-425 submitted, the recipient must describe by federal budget class category the use of all funds received by the recipient and subrecipient (if applicable).

   c. The report must be signed by an authorized certifying official who is the employee authorized by the recipient organization to submit financial data on its behalf.

   d. The recipient must submit all financial reports via http://www.GrantSolutions.gov, unless otherwise specified by Treasury in writing.

2. **Performance Reports**

   a. The recipient must submit an SF-PPR ("Performance Progress Report"), a "RESTORE Act Status of Performance Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) and an updated "RESTORE Act Milestones Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period, except the final report, which is due 90 days following the end of the period of performance.

   b. The recipient must submit all performance reports in (a) above, via http://www.GrantSolutions.gov, unless otherwise specified in writing by Treasury, and the recipient must complete these reports according to the following instructions:

      i. SF-PPR: In the "performance narrative" attachment (section B of the SF-PPR), the recipient must provide the following information:

         a) In Section B-1:

            1) Summarize activities undertaken during the reporting period by the recipient and any subrecipients (if applicable);

            2) Summarize any key accomplishments, including milestones completed for the reporting period;

            3) List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and

            4) If the recipient or any subrecipient is authorized to make

subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief description of the scope of work.

b) In Section B-2:

1) Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized. If so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and

2) Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget. If the scope of work is not on schedule, the recipient should propose a revised schedule and update its milestone report.

c) In Section B-3:

Summarize any significant findings or events, including any data compiled, collected, or created, if applicable.

d) In Section B-4:

Describe any activities to disseminate or publicize results of the activity, project, or program, including data and its repository and citations for publications resulting from this Award.

e) In Section B-5:

1) Describe all efforts taken to monitor contractor and/or subrecipient performance, including site visits, during the reporting period.

2) For subawards, indicate whether the subrecipient(s) submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings; and

3) For awards where Davis-Bacon Act provisions are applicable, indicate whether the recipient and/or subrecipient(s) received and reviewed certified weekly payroll records and/or whether the recipient or subrecipient(s) conducted labor interviews.

4) Describe any other activities or relevant information not already provided.

f) In Section B-6:

Summarize the activities planned for the next reporting period.

ii. "RESTORE Act Status of Performance Report": Instructions are provided on the report form.

iii. "RESTORE Act Milestones Report": Instructions are provided on the report form.

3. **Interim Reporting on Significant Developments per 2 C.F. R. § 200.328(d)**

a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, the recipient must inform Treasury as soon as the following types of conditions

become known:

i. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this Award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

ii. Favorable developments, which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

b. The recipient must:

i. Promptly provide to Treasury and the Treasury Inspector General a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act, and reports of any other oversight body, if such report pertains to an award under any RESTORE Act component, including the Comprehensive Plan Component and Spill Impact Component.

ii. Immediately notify Treasury and the Treasury Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds.

iii. Promptly notify Treasury upon the selection of a contractor or subrecipient performing work under this Award, and include the name and DUNS number for the subrecipient or contractor, and the total amount of the contract or subaward.

4. **Audit Requirements**

The recipient is responsible for complying, and ensuring all subrecipients comply, with all audit requirements of the Single Audit Act and 2 C.F.R. Part 200 Subpart F – Audit Requirements.

5. **Operational Self-Assessment**

The recipient must submit a revised *Operational Self-Assessment* form no later than June 30th of each calendar year for the duration of this Award. Only one *Operational Self-Assessment* must be submitted per recipient per year. In completing the form, the recipient must note controls or activities that have changed from its previous submission. The recipient must submit the *Operational Self-Assessment* electronically to restoreact@treasury.gov, unless otherwise specified in writing by Treasury. The form may be downloaded at Direct Component OSA or Centers of Excellence OSA.

E FINANCIAL MANAGEMENT SYSTEM AND INTERNAL CONTROL REQUIREMENTS

1. Recipients that are states must expend and account for Award funds in accordance with the applicable state laws and procedures for expending and accounting for the state's own funds. All other recipients must expend and account for Award funds in accordance with federal laws and procedures. In addition, all recipients' financial management systems must be sufficient to:

a. Permit the preparation of accurate, current, and complete SF-425, SF-PPR, RESTORE Act Milestones Report, and RESTORE Act Status of Performance Reports, as well as reporting on subawards, if applicable, and any additional reports required by any Special Award Conditions;

b. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with all applicable federal, state, and local requirements, including the RESTORE Act, Treasury RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

c. Allow for the comparison of actual expenditures with the amount budgeted for each Award made to the recipient by Treasury under the RESTORE Act.

d. Identify and track all RESTORE Act awards received and expended by the assigned grant number, which is the Universal Award ID (as provided by Treasury), the year the Award was made, the awarding agency (Treasury), and the program's CFDA title and CFDA number (21.015).

e. Record the source and application of funds for all activities funded by this Award, as well as all awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned on federal advances, and allow users to tie these records to source documentation such as cancelled checks, paid bills, payroll and attendance records, contract and subaward agreements, etc.

f. Ensure effective control over, and accountability for, all federal funds, and all property and assets acquired with federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.

2. The recipient must establish written procedures to implement the requirements set forth in section H below (Award Disbursement), as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*) and the terms and conditions of this Award.

3. The recipient must establish and maintain effective internal controls over this Award in a manner that provides reasonable assurance that the recipient is managing this Award in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The recipient must evaluate and monitor its compliance, and the compliance of any subrecipients, with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and promptly remedy any identified instances of noncompliance. When and if an instance of noncompliance cannot be remedied by the recipient, the recipient must promptly report the instance of noncompliance to Treasury and the Treasury Inspector General, followed by submitting a proposed mitigation plan to Treasury.

4. The recipient must take reasonable measures to safeguard protected personally identifiable information (PII) consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

F RECORDS RETENTION REQUIREMENTS

1. The recipient must retain all records pertinent to this Award for a period of three years, beginning on a date as described in 2 C.F.R. § 200.333. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;

c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients;

d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this Award;

e. All supporting documentation for the performance outcome and other information reported on the recipient's SF-425s, SF-PPRs, RESTORE Act Milestones Reports, and RESTORE Act Status of Performance Reports; and

f. Any reports, publications, and data sets from any research conducted under this Award.

2. If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

3. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.333.

4. If the recipient is authorized to make subawards, the recipient must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.333.

G THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE

1. **Access to Records**

a. Treasury, the Treasury Office of Inspector General, and the Government Accountability Office have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

b. If the recipient is authorized to make subawards, the recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent

to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained (see Section F above).

If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its contract a requirement that the contractor make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained (see Section F above).

2. **Access to the Recipient's Sites.**

   The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

H AWARD DISBURSEMENT

1. Unless otherwise specified in a Special Award Condition, Treasury will make advance payments under this Award. However, if one of the following occurs, Treasury will require Award funds to be disbursed on a reimbursement basis either with or without pre-approval of drawdown requests: (1) Treasury determines that the recipient does not meet the financial management system standards (see Section E) included in these Standard Terms and Conditions, (2) Treasury determines that the recipient has not established procedures that will minimize the time elapsing between the transfer of funds and disbursement, or (3) Treasury determines that the recipient is in noncompliance with the RESTORE Act, Treasury's RESTORE Act regulations, other pertinent federal statutes, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and/or any Special Award Conditions, and determines that the appropriate remedy is to require payment on a reimbursement basis.
2. If reimbursement is used, Treasury may require pre-approval of drawdown requests. If Treasury requires pre-approval of drawdown requests, Treasury will provide the recipient with instructions on what billing to submit. Treasury will make payment within 30 calendar days after receipt of the billing, unless Treasury determines the request to be improper, in which case payment will not be made.
3. To the extent available, the recipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments of Award funds.
4. Treasury will use the Department of Treasury's Automated Standard Application for Payment (ASAP) system to disburse payments of Award funds. In order to receive payments, the recipient must first enroll in ASAP.gov. Treasury creates and funds account(s) for recipients in ASAP.gov, and recipients access their account(s) online to request funds. All Award funds will be disbursed electronically using the Automated Clearing House (ACH) for next day or future day payments only. Awards paid through ASAP.gov may contain controls or withdrawal limits set by Treasury.
5. Requirements applicable to recipients that are states: Payment methods of state

agencies or instrumentalities must be consistent with Treasury-State agreements under the Cash Management Improvement Act, 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers," and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.

6. Requirements applicable to recipients that are not states: The recipient must minimize the time between the transfer of funds from Treasury and the use of the funds by the recipient. Advance payments to the recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the approved activity, project, or program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the parish or county for activity, project, or program costs and the proportionate share of any allowable indirect costs. Advances should not be drawn down more than three business days before expenditure. Advanced funds not disbursed in a timely manner must be promptly returned to Treasury. The recipient must make timely payment to contractors (vendors) in accordance with the contract provisions.
7. Advances of federal funds must be deposited and maintained in United States Government-insured interest-bearing accounts whenever possible. The recipient is not required to maintain a separate depository account for receiving Award funds. If the recipient maintains a single depository account where advances are commingled with funds from other sources, the recipient must maintain on its books a separate subaccount for the Award funds. Consistent with the national goal of expanding opportunities for women-owned and minority-owned business enterprises, the recipient is encouraged to ensure fair consideration of women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).
8. The recipient must maintain advances of federal funds in interest bearing accounts, unless one of the following conditions applies:
    a. The recipient receives less than $120,000 in federal awards per year;
    b. The best reasonably available interest bearing account would not be expected to earn interest in excess of $500 per year on federal cash balances; or
    c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
9. On an annual basis, the recipient must remit interest earned on federal advance payments deposited in interest-bearing accounts to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to $500 per year may be retained by the recipient and used for administrative costs.

I EFFECT OF A GOVERNMENT SHUTDOWN ON DISBURSEMENTS AND THE AVAILABILITY OF TREASURY PERSONNEL

In the event of a federal government shutdown, Treasury will issue guidance to the recipient concerning the expected effects on this Award.

J NOTIFICATIONS AND PRIOR APPROVALS

1. **Notifications**

In addition to other notifications required under these Standard Terms and Conditions, the recipient must promptly notify Treasury in writing whenever any of the following is anticipated or occurs:

a. A vacancy or change to key personnel listed in the application.

b. Any termination of a subaward prior to the expiration of the agreement with the subrecipient.

c. Except for changes described in (2) below, the recipient may revise the budget without prior approval. If the recipient alters the budget, the recipient must provide a revised budget form (SF-424A or SF-424C, as applicable) to Treasury as an attachment to the SF-PPR, reflecting all budget revisions from the same period covered by the SF-PPR. Acceptance of such budget information does not constitute Treasury's approval of the revised budget.

2. **Prior Approvals**

a. The recipient must obtain prior written approval from Treasury whenever any of the following actions is anticipated:

i. A change in the scope or the objective of the activity, project, or program (even if there is no associated budget revision requiring prior written approval);

ii. A need to extend the period of performance;

iii. A need for additional federal funds to complete the activity, project, or program;

iv. The transfer of funds among direct cost categories or programs, functions, and activities if this Award exceeds the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.88) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by Treasury;

v. The subawarding, transferring or contracting out of any work under this Award (this provision does not apply to the acquisition of supplies, material, equipment or general support services), unless described in the application and approved in this Award.;

vi. Any transfer between the non-construction and construction activities; and

vii. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles, unless described in the application and approved in this Award.

b. If requesting a no-cost extension to this Award, the request must be made no less than 30 days prior to the end of the period of performance for this Award. Any extension of the period of performance requires prior written approval from Treasury.

K PROPERTY

1. **General Requirements**

a. The recipient must comply with the property standards at 2 C.F.R. § 200.310 through § 200.316 for real property, equipment, supplies, and intangible property. The recipient must also comply with the RESTORE Act requirements concerning the acquisition of land and interests in land at 31 C.F.R. § 34.803.

b. No real property or interest in real property may be acquired under this Award unless authorized in the approved scope of work.

2. **Supplies and Equipment**

a. Requirements that are applicable to recipients that are states:

i. Equipment: The recipient must use, manage, and dispose of equipment acquired under this Award in accordance with state laws and procedures.

ii. Supplies: If the recipient has a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the activity, project, or program and the supplies are not needed for any other federal award, the recipient must report the value and the retention or sale of such supplies by submitting to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* no later than 60 days after the end of the Period of Performance.

b. Requirements that are applicable to recipients that are not states:

i. Equipment and Supplies: During the period of performance, the recipient must seek disposition instructions from Treasury for equipment and/or unused or residual supplies acquired under this Award if the current fair market value of the equipment and/or unused or residual supplies is greater than $5,000 per unit. The recipient must seek disposition instructions before disposing of the property by submitting a completed *SF-428 Tangible Personal Property Report* and *SF-428-C Disposition Request/Report*. Not later than 60 days after the end of the period of performance, the recipient must submit to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* if the recipient retains any equipment with a current fair market value greater than $5,000 per unit or a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the activity, project, or program and the equipment and/or supplies are not needed for any other federal award.

L AMENDMENTS AND CLOSEOUT

1. **Amendments**

a. The terms of this Award may be amended with the written approval of the recipient and Treasury.

b. Treasury reserves the right to amend the terms of this Award if required by federal law or regulation.

c. Amendments must be requested in writing, and must include an explanation for the reason this Award should be amended.

2. **Closeout**

a. Treasury will close out this Award when it determines that all applicable administrative actions and all required work of this Award have been completed.

b. Within 90 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension, the recipient must submit any outstanding SF-PPR and RESTORE Act Status of Performance reports, as well as the required reporting on subawards, if applicable, plus a final SF-425 report. In the remarks section of the final SF-425 report, the recipient

must describe by federal budget class category the final use of all funds received by the recipient and subrecipient (if applicable).

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c. The recipient must liquidate all obligations incurred under this Award not later than 90 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension.

d. The recipient must promptly refund any balances of unobligated cash that Treasury paid.

e. Following receipt of reports in paragraph (a) of this section, Treasury will make upward or downward adjustments to the allowable costs, and then make prompt payment to the recipient for allowable, unreimbursed costs.

f. The closeout of this Award does not affect any of the following:

   i. The right of Treasury to disallow costs and recover funds on the basis of a later audit or other review;

   ii. The obligation of the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;

   iii. The recipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

M REMEDIES FOR NONCOMPLIANCE

1. If Treasury determines that the recipient has failed to comply with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, or any Special Award Conditions, Treasury may take any of the following actions (in addition to the remedies in Section A.3, above, applicable to Direct Component awards):

   a. Impose additional Special Award Conditions such as:

      i. Allowing payment only on a reimbursement basis, with pre-approval of drawdown requests,

      ii. Requiring additional reporting or more frequent submission of the SF-425, SF-PPR, or RESTORE Act Status of Performance Report,

      iii. Requiring additional activity, project, or program monitoring,

      iv. Requiring the recipient or one or more of its subrecipients to obtain technical or management assistance, and/or

      v. Establishing additional actions that require prior approval;

   b. Temporarily withhold payments pending correction of the noncompliance;

   c. Disallow from funding from this Award all or part of the cost of the activity or action not in compliance;

   d. Wholly or partly suspend or terminate this Award;

   e. Withhold additional Awards; and/or

   f. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180.

Treasury will notify the recipient in writing of Treasury's proposed determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that Treasury proposes to pursue. The recipient

will have 30 calendar days to respond and provide information and documentation contesting Treasury's proposed determination or suggesting an alternative remedy. Treasury will consider any and all information provided by the recipient and issue a final determination in writing, which will state Treasury's final findings regarding noncompliance and the remedy to be imposed.

2. In extraordinary circumstances, Treasury may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest Treasury's determination or suggest an alternative remedy in writing to Treasury, and Treasury will issue a final determination.
3. Instead of, or in addition to, the remedies listed above, Treasury may refer the noncompliance to the Treasury Office of Inspector General for investigation or audit. Treasury will refer all allegations of fraud, waste, or abuse to the Treasury Inspector General.
4. Treasury may terminate this Award in accordance with 2 C.F.R. § 200.339. Requests for termination by the recipient must also be in accordance with 2 C.F.R. § 200.339. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If Treasury determines that the remaining portion of this Award will not accomplish the purpose of this Award, Treasury may terminate this Award in its entirety.
5. If this Award is terminated, Treasury will update or notify any relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and implementing guidance at 2 C.F.R. Part 180.
6. Costs that result from obligations incurred by the recipient during a suspension or after termination are not allowable unless Treasury expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination, and are not in anticipation of it; and (2) the costs would be allowable if the Award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

N DEBTS

1. **Payment of Debts Owed the Federal Government**

   a. Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be authorized to retain under the terms of this Award constitute a debt to the federal government.

   b. Any debts determined to be owed the federal government must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges (see paragraphs c, d, and e below) shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

   c. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm. The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment.

   d. Penalties on any debts shall accrue at a rate of not more than 6 percent per year

or such other higher rate as authorized by law.

e. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

f. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.

2. **Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs**

Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

O NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. **Statutory Provisions**

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;

e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA"), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

f. Any other applicable non-discrimination law(s).

2. **Regulatory Provisions**

a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or

activities receiving federal financial assistance;

b. Treasury Title IX regulations, 31 C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities;

c. Treasury Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. **Other Provisions**

a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. **Title VII Exemption for Religious Organizations**

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. **Protections for Whistleblowers**

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

a. A Member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A Treasury employee responsible for contract or grant oversight or management;

e. An authorized official of the Department of Justice or other law enforcement

agency;

f. A court or grand jury; and/or

g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

P REQUIREMENT TO CHECK DEBARMENT AND SUSPENSION STATUS OF SUBRECIPIENTS, CONTRACTORS, SUBCONTRACTORS AND VENDORS

1. Recipients that are authorized to enter into subawards or contracts to accomplish all or a portion of the approved scope of work must verify that a proposed subrecipient or contractor (if the contract is expected to equal or exceed $25,000) or its principals, does not appear on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. Recipients may not enter into a subaward or contract with an entity that appears on the Excluded Parties List. The Excluded Parties List is accessible at http://www.sam.gov.
2. The recipient must ensure that any agreements or contracts with subrecipients or contractors (vendors) require that they verify that their contractors (for contracts expected to equal or exceed $25,000), subcontractors (for subcontracts expected to equal or exceed $25,000), or principals that the subrecipients or contractors engage to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipients and contractors may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.
3. The recipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

Q DRUG FREE WORKPLACE

The recipient must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

R LOBBYING RESTRICTIONS

1. **Lobbying Restrictions**

   a. Solely for the purposes of Section R of these Standard Terms and Conditions, "recipient" is used as defined at 31 C.F.R. § 21.105(0). Solely for the purposes of Section R of these Standard Terms and Conditions, "award recipient" refers to the recipient of this RESTORE Act award from Treasury.

   b. All recipients must comply with the provisions of 31 U.S.C. § 1352, as amended, and with regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.

2. **Certification**

   a. Each person who requests or receives from Treasury a RESTORE Act grant shall file with Treasury a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the person has not made, and will not make, any payment prohibited under 31 U.S.C. § 1352, as amended.

   b. The certification shall be filed pursuant to 31 C.F.R. § 21.100(a) and (b).

   c. Any subrecipient, at any tier, who receives a subaward exceeding $100,000 under this award, shall file with the tier above them a certification, set forth in appendix A of 31 C.F.R. Part 21, that the subrecipient as not made, and will not make, any payment prohibited by 31 C.F.R. § 21.100(a). Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.

   d. Any contractor or subcontractor, at any tier, who receives a contract or subcontract exceeding $100,000 under this award, shall file with the tier above them a certifications, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.

   e. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation if forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352.

3. **Disclosure of Lobbying Activities**

   a. The award recipient of this RESTORE Act grant from Treasury, if this grant exceeds $100,000, shall file with Treasury disclosure form SF-LLL, set forth in Appendix B of 31 CF.R. Part 21, if that award recipient is paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant.

   b. Every recipient of a subaward under this RESTORE Act grant from Treasury, if this grant exceeds $100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.

   c. Every recipient of a contract or subcontract under this RESTORE Act grant from Treasury, if this grant exceeds $100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee

of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.

d. Every SF-LLL disclosure form filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required disclosure, the United States may pursue all available remedies, including those authorized by 31 US.C. § 1352,

e. Pursuant to 31 C.F.R. § 21.110(c), every recipient must file a new disclosure form at the end of each calendar quarter in which a payment, or an agreement to make a payment, is made which would have otherwise required reporting at the time of application. Moreover, if an event occurs during the calendar quarter which materially affects the accuracy of information reported on the disclosure form previously submitted, the submitter must file a new disclosure form. Events which "materially affect" the accuracy of information already reported include:

    i. A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;

    ii. A change in the persons(s) influencing or attempting to influence; and/or

    iii. A change in the Federal official(s) contacted to influence or attempt to influence a covered Federal action,

f. The award recipient must submit its form SF-LLLs, as well as those received from subrecipients, contractors and subcontractors, to Treasury within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.

g. The award recipient must include a statement in all subaward, contracts and subcontracts exceeding $100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352,

h. The award recipient must require subrecipients, contractors and subcontractors to submit form SF-LLL to the award recipient with 15 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure from previously filed.

S PROCUREMENT

1. The recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the

quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2. When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.

3. The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will notify the recipient in writing of the final determination.

4. Requirements applicable to recipients and subrecipients that are states: When executing procurement actions under this Award, the recipient must follow the same policies and procedures it uses for procurements from its non-federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards,* as well as any other provisions required by law or regulations.

5. Requirements applicable to recipients and subrecipients that are not states: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, and 200.324. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*.

6. Contracting with small and minority businesses, women's business enterprise, and labor surplus area firms, 2 C.F.R. § 200.321. Recipients and subrecipients that are not states must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

    a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

    b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

    c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

    d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

    e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,

    f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) through (e) of this paragraph.

T RESEARCH INVOLVING HUMAN SUBJECTS

1. No research involving human subjects is permitted under this Award unless expressly authorized by a special award condition, or otherwise in writing by Treasury.
2. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.
3. The recipient and subrecipient, as appropriate, must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:
    a. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;
    b. Documentation to support an exemption for the project;
    c. Documentation to support deferral for an exemption or IRB review; or
    d. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.
4. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by Treasury.

U ENVIRONMENTAL REQUIREMENTS

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If the recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations, and executive orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package:

1. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)

2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)

3. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738

4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)

5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)

6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)

7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)

8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)

9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)

10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)

11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)

12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. §1801)

13. Marine Mammal Protection Act, as amended (16 U.S.C § 31)

14. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)

15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186

16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)

17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431—1445)

18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)

19. Rivers and Harbors Act of 1899 (33 U.S.C § 407)

20. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended

21. Flood Management, EO 11988, as amended by EO 13690, and Protection of Wetland, EO11990, May 24, 177, as amended by EO 12608

22. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)

23. Coral Reef Protection, EO 13089

24. Invasive Species, EP 13112

V MISCELLANEOUS REQUIREMENTS AND PROVISIONS

The recipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its subrecipients, contractors, and subcontractors to comply. This list is not exclusive:

1. **Prohibition Against Assignment by the Recipient**

   Notwithstanding any other provision of this Award, the recipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of Treasury.

2. **Disclaimer Provisions**

   a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.

   b. The acceptance of this Award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.

3. **Prohibited and Criminal Activities**

   a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).

   b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.

   c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.

   d. False Claims Act, as amended (31 U.S.C. 18 U.S.C. § 3729 et seq.), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs

   e. Copeland "Anti-Kickback" Act, as amended (18 U.S.C. § 874 and 40 U.S.C. § 276c), prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland "Anti-Kickback" Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

4. **Political Activities**

   The recipient must comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. **American-Made Equipment and Products**

   The recipient is hereby notified that it is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this Award.

6. **Increasing Seat Belt Use in the United States**

   Pursuant to EO 13043, the recipient should encourage its employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

7. **Minority Serving Institutions (MSIs) Initiative**

   Pursuant to EOs 13555 and13270, as amended, Treasury is strongly committed to broadening the participation of MSIs in its financial assistance programs. Treasury's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs. Treasury encourages recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website at http://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html.

8. **Research Misconduct**

Treasury adopts, and applies to Awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President's Office of Science and Technology Policy on December 6, 2000 (65 Fed. Reg. 76260 (2000)). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Recipients that conduct research funded by Treasury must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipients also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the Award, up to and including Award termination and possible suspension or debarment. Treasury requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to Treasury, which will also notify the Treasury Office of Inspector General of such allegation. Once the recipient has investigated the allegation, it will submit its findings to Treasury. Treasury may accept the recipient's findings or proceed with its own investigation; Treasury shall inform the recipient of the Treasury's final determination.

9. **Care and Use of Live Vertebrate Animals**

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act, as amended, (16 U.S.C. § 1531 et seq.); Marine Mammal Protection Act, as amended, (16 U.S.C. § 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act, as amended, (16 U.S.C. § 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance.

10. **The Trafficking Victims Protection Act of 2000, as amended, (22 U.S.C. § 7104(g)), and the implementing regulations at 2 C.F.R. Part 175**

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, *as defined in 2 C.F.R.* §175.25(d), without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity*

1. You as the recipient, your employees, subrecipients under this Award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;

ii. Procure a commercial sex act during the period of time that this Award is in effect; or

iii. Use forced labor in the performance of this Award or subawards under this Award.

2. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this Section V.10; or

ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—

A. Associated with performance under this Award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

b. *Provision applicable to a recipient other than a private entity*. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this Section V.10; or

2. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph a.1 of this Section V.10 through conduct that is either—

i. Associated with performance under this Award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

c. *Provisions applicable to any recipient*.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this Section V.10.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this Section V.10:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this Award.

3. You must include the requirements of paragraph a.1 of this Section V.10 in any subaward you make to a private entity.

d. *Definitions*. For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Award; or

ii. Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).

B. A for-profit organization

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at § 103 of the TVPA, as amended (22 U.S.C. § 7102).

11. **The Federal Funding Accountability and Transparency Act of 2006, as amended, (Pub. L. No. 109-282, 31 U.S.C. § 6101 note)**

a. The award term at Appendix A of 2 C.F.R. Part 170 is hereby incorporated by reference.

b. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on federal awards to be made available to the public via a single, searchable website. This information is available at www.USASpending.gov. The FFATA Subaward Reporting System (FSRS) is the reporting tool federal prime awardees (*i.e.*, prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime grant awardees will report against sub-grants awarded. The subaward information entered in FSRS will then be displayed at http://www.USASpending.gov.

c. Recipients of RESTORE Act funding are subject to FFATA subaward reporting requirements as outlined in the OMB guidance on FFATA issued August 27, 2010. The recipient is required to file a FFATA subaward report by the end of the month following the month in which the recipient makes any subaward greater than or equal to $25,000. This includes any action that brings the cumulative total award to $25,000 or more. This report must be filed electronically at http://www.fsrs.gov.

d. The recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, by the end of the month following the month in which this Award is made, and annually thereafter if—

i. The total federal funding authorized to date under this Award is $25,000 or more; and

ii. In the preceding fiscal year, the recipient received—

1) 80 percent or more of annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. § 170.320 (and subawards); and

2) $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

e. The recipient must report on the total compensation of its subrecipients' five most highly compensated executives, as required by FFATA, and must include provisions in every executed contract or agreement with affected subrecipients requiring the subrecipient to provide all information necessary for the recipient to report on subrecipient executive compensation. The recipient must report on subrecipient executive compensation by the end of the month following the month during which the recipient makes the subaward.

f. The recipient must keep its information current in SAM (System for Award Management, which is the successor to the Central Contractor Registry, (CCR)) at least until submission of the final SF-425 or receipt of the final Award payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information. SAM is the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management Internet site (currently at https://www.sam.gov/portal/public/SAM/).

g. If the recipient is authorized to make subawards under this Award, the recipient must notify potential subrecipients that the recipient may not make a subaward to any entity unless that entity has provided its Data Universal Numbering System (DUNS) number to the recipient. A DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.

12. **Recipient Integrity and Performance Matters (80 FR 43301, July 22, 2015) Reporting of Matters Related to Recipient Integrity and Performance**

a. *General Reporting Requirement*

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then the recipient during that period of time must maintain the accuracy of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph b. of

this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

b. *Proceedings About Which The Recipient Must Report*

The recipient must submit the information required about each proceeding that:

i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
ii. Reached its final disposition during the most recent five year period; and
iii. Is one of the following:

1) A criminal proceeding that resulted in a conviction, as defined in paragraph e. of this award term and condition;
2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
3) An administrative proceeding, as defined in paragraph e. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
4) Any other criminal, civil, or administrative proceeding if:

a) It could have led to an outcome described in paragraph b.iii. 1), 2), or 3) of this award term and condition;
b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

c. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph b of this award term and condition. The recipient does not need to submit the information a second time under assistance awards that the recipient received if they already provided the information through SAM because they were required to do so under Federal procurement contracts that they were awarded.

d. *Reporting Frequency*

During any period of time when the recipient is subject to the requirement in paragraph1 of this award term and condition, the recipient must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that they have not reported previously or affirm that there is new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

e. *Definitions*

For purposes of this award term and condition:

i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.,* Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

iii. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

13. **Publications and Signage**

Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals) or signage produced with funds from this Award, or informing the public about the activities funded in whole or in part by this Award, must clearly display the following language: "This project was paid for [in part] with federal funding from the Department of the Treasury and the Alabama Department of Conservation and Natural Resources under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Department of the Treasury."

14. **Homeland Security Presidential Directive 12**

If the performance of this Award requires the recipient's personnel to have routine access to Treasury-controlled facilities and/or Treasury-controlled information systems (for purpose of this term "routine access" is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, Treasury will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security
(DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under this Award must comply with Treasury personal identity verification procedures that implement Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and Contractors", FIPS PUB 201, as amended, and OMB Memorandum M-05-24, as amended. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this Section V.14. Treasury may delay final payment under this Award if the subrecipient or contractor fails to comply with the requirements listed in the section below. The recipient must insert the following term in all subawards

and contracts when the subrecipient or contractor is required to have routine physical access to a Treasury-controlled facility or routine access to a Treasury-controlled information system:

a. The subrecipient or contractor must comply with Treasury personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication, FIPS PUB 140-2, as amended, for all employees under this subaward or contract who require routine physical access to a federally controlled facility or routine access to a federally controlled information system.

b. The subrecipient or contractor must account for all forms of government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by Treasury:

   i. When no longer needed for subaward or contract performance;

   ii. Upon completion of the subrecipient or contractor employee's employment; or

   iii. Upon subaward or contract completion or termination.

15. **Foreign Travel**

a. The recipient and subrecipient may not use funds from this Award for travel outside of the United States unless Treasury provides prior written approval.

b. The recipient and subrecipient must comply with the provisions of the Fly America Act, as amended, (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131–301-10.143.

c. The Fly America Act requires that federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.

d. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website http://www.gsa.gov/portal/content/103191. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website http://www.state.gov/e/eeb/tra/.

e. If a foreign air carrier is anticipated to be used for any portion of travel funded under this Award, the recipient must receive prior approval from the Treasury. When requesting such approval, the recipient must provide a justification in

accordance with guidance provided by 41 C.F.R. § 301–10.142, which requires the recipient to provide Treasury with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide Treasury with a copy of the agreement or a citation to the official agreement available on the GSA website. Treasury shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

16. **Export Control**

a. This clause applies to the extent that this Award involves access to export-controlled items.

b. In performing this financial assistance Award, the recipient may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR) issued by the Department of Commerce (DOC). The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The recipient shall establish and maintain effective export compliance procedures throughout performance of the Award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.

c. Definitions:

i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730–774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application.

ii. Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from DOC may be required for deemed exports or re-exports.

d. The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, EOs, and/or regulations, including the EAR.

e. To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.

f. Nothing in the terms of this Award is intended to change, supersede, or waive the requirements of applicable federal statutes, EOs, and/or regulations.

g. Compliance with this Section V.15 will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120–130), including releases of such items to foreign nationals.

h. The recipient shall include this clause, including this paragraph (i), in all lower tier transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled items.

SUPPLEMENTAL STANDARD TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT FOR ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

W ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

1. **Compliance with State, Local and Federal Requirements**

   The project must comply with all applicable federal laws and regulations, and with all requirements for state, and local laws and ordinances to the extent that such requirements do not conflict with federal laws. The recipient is also responsible for supervising the design, bidding, construction, and operation of construction projects in compliance with all award requirements. The recipient must comply with, and must require all contractors and subcontractors, to comply with all federal, state, and local laws and regulations. The recipient must ensure compliance with special award conditions which may contain conditions that must be satisfied prior to advertisement of bids, start of construction, or other critical event.

2. **Title**

   Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that the recipient has acquired good and merchantable title free of all mortgages, foreclosable liens, or encumbrances, to all land, rights of way and easements necessary for the completion of the project.

3. **Permitting Requirements**

   Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that recipient has received all federal, state and local permits necessary for the completion of the project.

4. **Federal Interest in Real Property**

   "Federal interest" refers to real property that is acquired or improved, in whole or in part, with RESTORE Act Direct Component funds, which must be held in trust by the Recipient for the benefit of the project for the Estimated Useful Life of the project, during which period Treasury retains an undivided equitable reversionary interest in the real property (i.e., the "federal interest").

5. **Estimated Useful Life**

   Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient for the purpose(s) for which the award was made for the Estimated Useful Life. Estimated Useful Life means the period of years that constitutes the expected useful lifespan of a project, as determined by Treasury, during which Treasury

anticipates obtaining the benefits of the project pursuant to project purposes authorized by the RESTORE Act. For this award the recipient has proposed an Estimated Useful Life from the date of construction completion. Treasury's issuance of the grant agreement represents its concurrence with the recipient's proposed Estimated Useful Life.

The recipient's obligation to the federal government continues for the Estimated Useful Life of the project, as determined by Treasury, during which Treasury retains an undivided equitable reversionary interest (the "federal interest") in the property improved, in whole or in part, with the Treasury investment.

If Treasury determines that the recipient has failed or fails to meet its obligations under the terms and conditions of this award, Treasury may exercise its rights or remedies with respect to its federal interest in the project. However, Treasury's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.

6. **Commencement of Construction**

The recipient should not commence construction prior to the date of the Award. The recipient must make a written request to Treasury for permission to commence construction after the construction contractor has been selected and at least 30 days prior to construction. For project costs to be eligible for Treasury reimbursement, Treasury must determine that the award of all contracts with associated costs are in compliance with the scope of the project and all terms and conditions of this award, and all necessary permits have been obtained, and the federal interest is secure. No construction funds may be drawn from ASAP without Treasury's written permission. If the recipient commences construction prior to Treasury's determination, the recipient proceeds at its own risk.

Treasury will only review contract amendments or change orders which change the scope of a contract.

7. **Use of Real Property**

Encumbering real property on which there is a federal interest without prior Treasury approval is an unauthorized use of the property and of project trust funds under this award. See 2 C.F.R. § 200.316. Real property or interest in real property may not be used for purposes other than the authorized purpose of the award without the express, prior written approval of Treasury, for as long as the federal government retains an interest in the property. The property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by Treasury. The recipient must maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life.

In the event that the real property or interest in real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from Treasury consistent with 2 C.F.R. § 200.311.

8. **Recording the Federal Interest in the Real Property**

To document the federal interest, the recipient agrees to prepare and properly record a "Covenant of Purpose, Use and Ownership" (Covenant), or, where a subrecipient is the title owner, to ensure that the subrecipient prepares and properly records a "Covenant of Purpose, Use and Ownership" (Covenant) on the property acquired or improved with federal assistance funds. See 2 C.F.R. § 200.316. This Covenant does not establish a

traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest, or the ability of Treasury to foreclose on the real property at any time. Rather, pursuant to the Covenant, the recipient and/or the subrecipient, as applicable, acknowledges that it holds title to the real property in trust for the public purposes of the financial assistance award and agrees, among other commitments, that it will repay the federal interest if it disposes of or alienates an interest in the real property, or uses it in a manner inconsistent with the public purposes of the award, during the Estimated Useful Life of the property.

a. The Covenant must be satisfactory in form and substance to Treasury, must include the name and current address of the recipient and subrecipient (if applicable), the grant award number, amount and date of award and subrecipient agreement (if applicable), date of the purchase of property (if applicable), and the Estimated Useful Life of the project. It must also include statements that the real property will only be used for purposes consistent with the RESTORE Act; that it will not be mortgaged or used as collateral, sold or otherwise transferred to another party, without the written permission of Treasury; and that the federal interest cannot be subordinated, diminished, nullified or released through encumbrance of the property, transfer of the property to another party or any other action the recipient/subrecipient takes without the written permission of Treasury.

b. The recipient agrees to provide to Treasury an attorney's title opinion as to the title owner of the property, and to properly record, in accordance with applicable law, the Covenant in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the real property during its Estimated Useful Life, and that Treasury retains an undivided equitable reversionary interest in the real property to the extent of its participation in the project for which funds have been awarded.

c. Treasury requires an opinion of counsel for the recipient to substantiate that the document has been properly recorded.

d. Failure to properly and timely file and maintain documentation of the federal interest may result in appropriate enforcement action, including, but not limited to, disallowance of the cost of the acquisition or improvement by Treasury.

e. The Federal Interest must be perfected and recorded/filed in accordance with state and/or local law concurrent with the acquisition of the real property, where an award includes real property acquisition, and for construction of buildings and projects to improve the real property, no later than the date construction and/or improvement work commences.

f. When the Estimated Useful Life of the project is ended, the federal interest is extinguished and the federal government has no further interest in the real property.

Exclusions from the requirement that the federal interest on real property be recorded will be at Treasury's sole discretion. The types of projects for which Treasury may agree to this exclusion are those projects for which federal funds will not be used to fund the construction of built structures, improvements to state parks, water and sewer lateral line projects affecting private properties, and shoreline stabilization projects.

9. **Administration, Operation and Maintenance**
The recipient agrees to administer, operate, and maintain the project for its Estimated

Useful Life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the recipient from honoring its contractual obligations under this Agreement and which, by exercise of the recipient's reasonable care, diligence and foresight, such recipient was unable to avoid. Uncontrollable Forces include, but are not limited to:

a. Strikes or work stoppage;

b. Floods, earthquakes, or other natural disasters; terrorist acts; and

c. Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction. Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

10. **Reporting Requirement**

The recipient must complete and submit to Treasury a report on the status of the real property or interest in real property in which the federal government retains an interest, using a *SF-429 Real Property Status Report* form annually for the first three years after real property acquisition or completion of construction, and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. All reports must be for the period ending December 31, or any portion thereof, beginning with the year of completion of construction or real property acquisition, and are due no later than 30 days following the end of the reporting period.

11. **Insurance**

The recipient must, at a minimum, provide the equivalent insurance coverage for real property improved with federal funds as provided to property owned by the recipient state, county or parish, in compliance with 2 C.F.R. § 200.310.

12. **Bonding**

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the recipient or pass-through entity may request in writing that Treasury accept its bonding policy and requirements. If Treasury determines that the federal interest in the project is adequately protected, the recipient or pass-through entity need not comply with the following three bonding requirements. For all other recipients and pass-through entities, the minimum requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold are as follows:

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

13. **Floodplain Requirements**

In accordance with 44 C.F.R. Part 9, prior to Treasury’s authorization to commence construction in a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of a Floodplain Notice, that the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for adverse project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to Treasury’s satisfaction. This notice may be satisfied through a federal/state environmental assessment process used as the vehicle for public notice, involvement, and explanation per 44 C.F.R. § 9.8(2).

In addition, prior to Treasury’s authorization to commence construction of structures and/or buildings within a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of the following:

a. Floodplain Protection: That the project engineer/architect has certified that the project facility will be adequately protected from damage by floods in this area of apparent potential flood hazard. The evidence must include adequate justification for the Base Flood Elevation designation for the financial assistance award site.

b. Floodplain Insurance: That the community is participating in the National Flood Insurance Program, and that as required, the recipient will purchase flood insurance.

14. **Goals for Women and Minorities in Construction**

Department of Labor regulations set forth in 41 C.F.R. § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of $10,000. The recipient must comply with these regulations and must obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4.

a. The goal for participation of women in each trade area must be as follows: From April 1, 1981, until further notice: 6.9 percent;

b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and,

c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The recipient must include the “Standard Federal Equal

Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6.

15. **Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148)**

Davis-Bacon Act-related provisions are applicable for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C § 1292; or for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. When required, all prime construction contracts in excess of $2,000 awarded by the non-Federal entity must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and §§ 3146–3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition contracts must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to Treasury. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contracts and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation or which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to Treasury.

16. **Equal Opportunity Clause**

Pursuant to 41 C.F.R. § 60-1.4(b), Federally assisted construction contracts, for construction which is not exempt from the requirements of the equal opportunity clause, 41 C.F.R. Part 60-1—Obligations of Contractors and Subcontractors, [t]he [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

41 C.F.R. § 60-1.4 Equal opportunity clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

17. **Revised ADA Standards for Accessible Design for Construction Awards**

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design” (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

APPENDIX II TO 2 CFR PART 200: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 USC 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 USC. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the

Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 USC. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 USC 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 USC 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.323.

(K) See §200.216.

(L) See §200.322.

LABOR STANDARDS SUPPLEMENTARY CONDITIONS

TO THE CONSTRUCTION CONTRACT

The project or program to which the construction work covered by this Contract pertains is funded in whole or in part by the United States of America. The following Federal Labor Standards provisions are included in this contract, as required by provisions applicable to such Federal assistance. Any statute or regulation contained herein shall also include any subsequent amendment or successor statute or regulation. The terms of these Labor Standards Supplementary Conditions takes precedence over all provisions that may be inconsistent with said Labor Standards Supplementary Conditions. The following sections are included in these Labor Standards Supplementary Conditions:

SECTION A: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction *(29 CFR §5.5(a))*

SECTION B: Contract Work Hours and Safety Standards Act *(29 CFR §5.5(b))*

SECTION C: 29 CFR Part 3: CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES *(Anti-Kickback Regulations, Copeland Act)*

LISTING OF APPENDICES:

Appendix A – Davis-Bacon Poster (WH-1321)

Appendix B – U. S. Department of Labor Wage and Hour Division Payroll Reporting Form (WH-347)

Appendix C – Instructions for U. S. Department of Labor Wage and Hour

Division Payroll Form (WH-347)

Appendix D – Request for Authorization of Additional Classification and Rate

(SF-1444)

Appendix E – Labor Standards Interview Form (SF-1445)

SEE ATTACHMENT F OF THE CONTRACT DOCUMENTS FOR THE APPLICABLE WAGE DETERMINATION

SECTION A: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction

29 CFR §5.5(a) – Applies to any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds … and which is subject to the labor standards provisions of any of the acts listed in 29 CFR §5.1.

(1) ***Minimum wages.***

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the

rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination.[1] The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(*1*) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(*2*) The classification is utilized in the area by the construction industry; and
(*3*) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

[1] Additional Wage Classifications can be requested by completing a REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE (SF-1444). A sample of SF-1444 is included as Appendix D. It can also be accessed from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/forms* or its successor site.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) ***Withholding.*** ADCNR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) ***Payrolls, records, and certifications.***

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such

benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the United States Department of the Treasury if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to ADCNR. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number).

The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the United States Department of the Treasury if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to ADCNR, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(*1*) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of

Regulations, 29 CFR part 5, and that such information is correct and complete;

(*2*) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(*3*) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) ***Apprentices and trainees—***

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training,

Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and

Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) ***Compliance with Copeland Act Requirements.*** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract[2].

(6) ***Subcontracts.*** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the United States Department of the Treasury may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) ***Contract termination and debarment.*** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) ***Compliance with Davis-Bacon and Related Act Requirements.*** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) ***Disputes concerning labor standards.*** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) ***Certification of eligibility.***

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

[2] The requirements of 29 CFR Part 3 can also be found in Section C of these Supplementary Conditions.

SECTION B: Contract Work Hours and Safety Standards Act
29 CFR §5.5(b) – Applies to certain federally assisted construction contracts over $100,000 subject to Davis-Bacon and Related Acts wage standards where the Federal Government is not a direct party.

(1) ***Overtime requirements.*** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) ***Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) ***Withholding for unpaid wages and liquidated damages.*** ADCNR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) ***Subcontracts.*** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

SECTION C: 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Work Financed in Whole or in Part by Loans or Grants from the United States *(Anti-Kickback Regulations, Copeland Act)*

§3.1 Purpose and scope.

This part prescribes “anti-kickback” regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

§3.2 Definitions.

As used in the regulations in this part:

(a) The terms *building* or *work* generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part.

(b) The terms *construction, prosecution, completion,* or *repair* mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms *public building* or *public work* include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term *building or work financed in whole or in part by loans or grants from the United States* includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is *employed* and receiving *wages,* regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term *any affiliated person* includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term *Federal agency* means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the

United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

§3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term *employee* shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at *http://www.dol.gov/whd/forms/index.htm* or its successor site.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

§3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a

representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

§3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A *bona fide prepayment of wages* is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under §516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

> (1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

§3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

§3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

§3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

§3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

§3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

§3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

LISTING OF APPENDICES

Appendix A – Davis-Bacon Poster (WH-1321)

The Davis-Bacon poster (WH-1321) **SHALL** be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where is can be easily seen by the workers *(29 CFR §5.5(a)(1)(i))*. The Davis-Bacon Poster (WH-1321) is included as Appendix A. It can also be accessed from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/posters* or its successor site.

Appendix B – U. S. Department of Labor Wage and Hour Division Payroll Reporting Form (WH-347)

A sample of Optional Form WH-347 is included as Appendix B. The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/forms* or its successor site.

Appendix C – Instructions for U. S. Department of Labor Wage and Hour Division Payroll Form (WH-347)

Instructions for completion of Optional Form WH-347 are included as Appendix C. Instructions can also be accessed from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/forms* or its successor site.

Appendix D – Request for Authorization of Additional Classification and Rate (SF-1444)

Additional Wage Classifications can be requested by completing a Request for Authorization of Additional Classification and Rate (Standard Form 1444). SF-1444 is included as Appendix D. It can also be accessed from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/forms* or its successor site.

Appendix E – Labor Standards Interview (SF-1445)

A sample of the Labor Standards Interview Form (SF-1445) is included as Appendix E. ADCNR will use this form to interview on-site employees at period site visits. This form can be accessed at *https://www.gsa.gov/cdnstatic/SF%201445.pdf?forceDownload=1* or its successor site.

Appendix A – Davis Bacon Poster (WH-1321)

EMPLOYEE RIGHTS
UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.

WHD WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

WH1321 REV 10/17

Appendix B – U. S. Department of Labor Wage and Hour Division Payroll Form (WH-347)

U.S. Department of Labor
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008
OMB No.:1235-0008
Expires: 04/30/2021

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	O/T OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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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 is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Appendix C – Instructions for Completing Payroll Form, WH-347

General: Form WH-347has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "$12.25/.40" would reflect a

$12.25 base hourly rate plus $0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds $100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "$163.00/$420.00" would reflect the earnings of a worker who earned $163.00 on a Federally assisted construction project during a week in which $420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "*See* Deductions column in this payroll." *See* "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions: Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W.,Washington, D.C. 20210.

Appendix D – Request for Authorization of Additional Classification and Rate (SF-1444)

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE	CHECK APPROPRIATE BOX ☐ SERVICE CONTRACT ☐ CONSTRUCTION CONTRACT	**OMB Control Number: 9000-0066** **Expiration Date: 4/30/2022**

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0066. We estimate that it will take .5 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

INSTRUCTIONS: THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16, KEEP A PENDING COPY, AND SUBMIT THE REQUEST, IN QUADRUPLICATE, TO THE CONTRACTING OFFICER.

1. **TO:** ADMINISTRATOR, WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, DC 20210	2. **FROM:** *(REPORTING OFFICE)*

3. CONTRACTOR	4. DATE OF REQUEST

5. CONTRACT NUMBER	6. DATE BID OPENED *(SEALED BIDDING)*	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED	9. DATE OPTION EXERCISED (If *APPLICABLE) (SERVICE CONTRACT ONLY)*

10. SUBCONTRACTOR *(IF ANY)*

11. PROJECT AND DESCRIPTION OF WORK *(ATTACH ADDITIONAL SHEET IF NEEDED)*

12. LOCATION (*CITY, COUNTY, AND STATE)*

13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION

NUMBER: _____ DATED: _____

a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS *(Service contracts only)* *(Use reverse or attach additional sheets, if necessary)*	b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS

14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE *(IF ANY)*	15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE	
16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE	TITLE	CHECK APPROPRIATE BOX-REFERENCING BLOCK 13. ☐ **AGREE** ☐ **DISAGREE**

TO BE COMPLETED BY CONTRACTING OFFICER *(CHECK AS APPROPRIATE - SEE FAR 22.1019 (SERVICE CONTRACT LABOR STANDARDS) OR FAR 22.406-3 (CONSTRUCTION WAGE RATE REQUIREMENTS))*

☐ THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

☐ THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

(Send 3 copies to the Department of Labor)

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE	TITLE AND COMMERCIAL TELEPHONE NUMBER	DATE SUBMITTED

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PREVIOUS EDITION IS USABLE

STANDARD FORM 1444 (REV. 4/2013)
Prescribed by GSA-FAR (48 CFR) 53.222(f)

Appendix E – Labor Standards Interview Form (SF-1445)

LABOR STANDARDS INTERVIEW

CONTRACT NUMBER	EMPLOYEE INFORMATION		
	LAST NAME	FIRST NAME	MI
NAME OF PRIME CONTRACTOR			
	STREET ADDRESS		
NAME OF EMPLOYER			
	CITY	STATE	ZIP CODE
SUPERVISOR'S NAME			
LAST NAME / FIRST NAME / MI	WORK CLASSIFICATION	WAGE RATE	

ACTION	CHECK BELOW YES	NO
Do you work over 8 hours per day?		
Do you work over 40 hours per week?		
Are you paid at least time and a half for overtime hours?		
Are you receiving any cash payments for fringe benefits required by the posted wage determination decision?		

WHAT DEDUCTIONS OTHER THAN TAXES AND SOCIAL SECURITY ARE MADE FROM YOUR PAY?

	TOOLS YOU USE	
HOW MANY HOURS DID YOU WORK ON YOUR LAST WORK DAY BEFORE THIS INTERVIEW?		
DATE OF LAST WORK DAY BEFORE INTERVIEW *(YYMMDD)*		
DATE YOU BEGAN WORK ON THIS PROJECT *(YYMMDD)*		

THE ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE

EMPLOYEE'S SIGNATURE	DATE *(YYMMDD)*

INTERVIEWER	SIGNATURE	TYPED OR PRINTED NAME	DATE *(YYMMDD)*

INTERVIEWER'S COMMENTS

WORK EMPLOYEE WAS DOING WHEN INTERVIEWED	ACTION *(If explanation is needed, use comments section)*	YES	NO
	IS EMPLOYEE PROPERLY CLASSIFIED AND PAID?		
	ARE WAGE RATES AND POSTERS DISPLAYED?		

FOR USE BY PAYROLL CHECKER

IS ABOVE INFORMATION IN AGREEMENT WITH PAYROLL DATA?

☐ YES ☐ NO

COMMENTS

CHECKER

LAST NAME	FIRST NAME	MI	JOB TITLE

SIGNATURE	DATE *(YYMMDD)*

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

STANDARD FORM 1445 (REV. 12-96)
Prescribed by GSA - FAR (48 CFR) 53.222(g)

PROCUREMENT OF RECOVERED MATERIALS

The prime contractor must comply with federal regulations regarding procurement of recovered materials found at 2 CFR §200.323.

2 CFR §200.323 requires the Project Owner and its contractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

40 CFR §247.12 designates the following Construction Products:

(a) Building insulation products, including the following items:

> (1) Loose-fill insulation, including but not limited to cellulose fiber, mineral fibers (fiberglass and rock wool), vermiculite, and perlite;
>
> (2) Blanket and batt insulation, including but not limited to mineral fibers (fiberglass and rock wool);
>
> (3) Board (sheathing, roof decking, wall panel) insulation, including but not limited to structural fiberboard and laminated paperboard products, perlite composite board, polyurethane, polyisocyanurate, polystyrene, phenolics, and composites; and
>
> (4) Spray-in-place insulation, including but not limited to foam-in-place polyurethane and polyisocyanurate, and spray-on cellulose.

(b) Structural fiberboard and laminated paperboard products for applications other than building insulation, including building board, sheathing, shingle backer, sound deadening board, roof insulating board, insulating wallboard, acoustical and non-acoustical ceiling tile, acoustical and non-acoustical lay-in panels, floor underlayments, and roof overlay (coverboard).

(c) Cement and concrete, including concrete products such as pipe and block containing:

> (1) Coal fly ash;
>
> (2) Ground granulated blast furnace slag (GGBF);
>
> (3) Cenospheres; or

(4) Silica fume from silicon and ferrosilicon metal production.

(d) Carpet made from polyester fiber made from recovered materials for use in moderate-wear applications such as single-family housing and similar wear applications.

(e) Floor tiles and patio blocks containing recovered rubber or plastic.

(f) Shower and restroom dividers/partitions containing recovered plastic or steel.

(g) (1) Consolidated latex paint used for covering graffiti; and

(2) Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceilings, and trim; gutter boards; and concrete, stucco, masonry, wood, and metal surfaces.

(h) Carpet cushion made from bonded polyurethane, jute, synthetic fibers, or rubber containing recovered materials.

(i) Flowable fill containing coal fly ash and/or ferrous foundry sands.

(j) Railroad grade crossing surfaces made from cement and concrete containing fly ash, recovered rubber, recovered steel, recovered wood, or recovered plastic.

(k) Modular threshold ramps containing recovered steel, rubber, or aluminum.

(l) Nonpressure pipe containing recovered steel, plastic, or cement.

(m) Roofing materials containing recovered steel, aluminum, fiber, rubber, plastic or plastic composites, or cement.

Section 1.05 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OF EQUIPMENT

The prime contractor must comply with federal regulations regarding prohibition on certain telecommunications and video surveillance services or equipment found at 2 CFR §200.216, which states:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

Section 1.06 DOMESTIC PREFERENCES FOR PROCUREMENTS

The prime contractor must comply with federal regulations regarding domestic preferences for procurements found at 2 CFR §200.322, which states:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

> (1) ‘‘Produced in the United States’’ means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
>
> (2) ‘‘Manufactured products’’ means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Documentation of compliance with the following requirements is a matter of <u>contractor responsibility</u>. When subcontracting, the contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence. (MBE/WBE requirements are outlined below and can be found at 2. C. F. R. §200.321.) Failure on the part of the contractor to submit proper documentation may cause the Owner not to execute or to terminate the contract.

(a) The prime contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The prime contractor should note that this requirement mandates two responsibilities. Separate solicitations must be made of minority **and** women's business enterprises.

SUBMITTAL OF MINORITY BUSINESS ENTERPRISE AND

WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) DOCUMENTATION

Before the Notice of Award can be issued, the lowest responsive and responsible bidder will be required to submit either:

- A written certification that no subcontracts will be issued.

  - OR -

- The Subcontractor Listing Form detailing all subcontractors that will perform work on the project, including name, contact person, address, phone, and status (MBE, WBE or Non).

If subcontractors will be utilized, the lowest responsive and responsible bidder will be required to submit the following for subcontracts proposed to be awarded to MBE/WBE enterprises:

- A certification from each MBE and/or WBE firm declaring its status as a MBE or WBE firm. This can be an SBA, Alabama Department of Transportation, ADECA and the Governor's Office of Minority Affairs certification. A self-certification is acceptable, if the certification specifies the basis for MBE/WBE designation (e.g., the business is 51% owned and daily operation is controlled by one or more women or minority owners).

If subcontractors will be utilized, the lowest responsive and responsible bidder will be required to submit the following for subcontracts proposed to be awarded to Non-MBE/WBE:

- For all subcontracts for which there are capable certified MBE/WBE firms existing to potentially perform the work, letters transmitted to MBE and WBE firms requesting quotes or proposals for specific subcontracting opportunities, for construction, equipment, materials, or supply needs and encouraging inquiries for further details. Solicitations should have been sent in a timely manner, including allowed response time. (See "Sample Letter from Contractor to MBE/WBE Firms" below.)

- A listing of certified MBE and WBE firms from whom quotes or proposals were received, if any, who were not awarded subcontracts, for construction, equipment, materials or supplies.

- Evidence that each Non-MBE/WBE subcontractor or supplier selected for the scope of work or material purchase, was lower in price than each MBE/WBE proposal (or that there is some other acceptable reason to select the Non-MBE/WBE) and that the scope of work, or material purchase, was the same for both the MBE/WBE and Non-MBE/WBE.

Bidders may utilize the following resources to assist in MBE/WBE affirmative outreach:

1. **ADECA: https://adeca.alabama.gov/ombe/**
2. **ALDOT: https://cpmsapps2.dot.state.al.us/alucp/home**
3. **Governor's Office of Minority Affairs: https://goma.alabama.gov/mwbe/**

Should the Prime Contractor intend to later issue a subcontract, the above affirmative steps must be followed and documentation of such submitted to the Owner for review as described under this section.

SAMPLE LETTER FROM CONTRACTOR TO MBE/WBE FIRMS

(CONTRACTOR'S LETTERHEAD)

[DATE]

[MBE/WBE COMPANY NAME]

[ADDRESS]

[CITY, STATE ZIP]

RE: [NAME OF PROJECT]

Dear [MBE/WBE FIRM]:

This company intends to submit a bid on the above referenced project.

We are soliciting a proposal from you for any item or items on this project for which you are qualified to subcontract. You may submit proposals to subcontract items of construction or for project materials and supplies if you are a distributor of materials or equipment.

A [BID SCHEDULE OR DESCRIPTION OF THE SPECIFIC ITEM TO BID] is attached for your review. You are encouraged to submit proposals on any item(s) for which you are qualified to subcontract. Proposals must be submitted by [SUBMITTAL DEADLINE] to be considered.

For further details, you are encouraged to contact [NAME OF OWNER REPRESENTATIVE] by email at [EMAIL ADDRESS] or by telephone at [TELEPHONE NUMBER] during normal business hours.

Sincerely,

[NAME OF REPRESENTATIVE]

[NAME OF COMPANY]

Enclosure: [BID SCHEDULE OR DESCRIPTION OF THE SPECIFIC ITEM TO BID]

41 CFR §60-1.4(b) EQUAL OPPORTUNITY CLAUSE

(for Federally Assisted Construction Contracts)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided

advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

41 CFR §60-4.2(d) NOTICE OF REQUIREMENT FOR AFFIMRATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Specifications” set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time-tables	**Covered Area** (Geographical area where the contract is to be performed)	**Goals for minority participation for each trade**	**Goals for female participation in each trade**
Until Further Notice	Baldwin County, AL	25.9 %	6.9% for all Covered Areas
	Mobile County, AL	25.9 %	

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the Alabama County within the Gulf Coast Region where the contract will be performed.

41 CFR §60-4.3(a) STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246)

1. As used in these specifications:

a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;

b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. “Employer identification number” means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. “Minority” includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral

and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the

Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

SUBCONTRACTOR LISTING FORM *(v.10.22.2020)*

The prime contractor must submit this form to the Owner prior to contract execution and must update it for each subcontractor performing any work resulting from this contract. If additional lines are needed, this form may be duplicated.

Subcontractor Name and Contact Person	Subcontractor Address and Phone Number	Subcontractor DUNS	MBE (Y/N)	WBE (Y/N)	On Site during this period (Y/N)

COMPLETED BY: _____ **DATE:** _____

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Carrier Corporation for chiller for Ben May Library.
Capital equipment

Amount of Contract:

$175,740.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230427 Carrier Agenda Package POs	Cover Memo	4/27/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	4/27/2023 - 3:31 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
8404	2023	(3032) ARCHITECTURAL ENGINEERING	CHILLER FOR BEN MAY LIBRARY (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$175,740.00	(297060) CARRIER CORPORATION

Adopted:

_____
City Clerk

Bill To	Requisition 00008404-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 1

Vendor
CARRIER CORPORATION
100 ALPHA DR #118

DESTREHAN, LA 70097

Tel#504-388-0225
Fax 985-764-7050

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/12/23	297060				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PRICE PER SOURCEWELL CONTRACT #070121-CAR AND YOUR QUOTE #00740540. 42 WEEK LEAT TIME CURRENTLY. ON SITE FACTORY STARTUP TO INCLUDE 1 YEAR PARTS AND LABOR WARRANTY. ADDITIONAL EXTENDED WARRANTY FOR YEARS 2-10 COMPLETE PARTS AND LABOR. EMAIL PO TO: ERIC.PITZER@CARRIER.COM			
001	Chiller: Carrier Commercial Services to provide the following for the City of Mobile: One (1) Carrier 30XV-1606S-0265C0 Variable Speed Air-Cooled Screw Chiller,* 460-3-60 * 160 Tons • Coil Trim Panels • Aluminum Fin / Copper Tube Coils • 7” Touchpilot Display • LON Interface • Dual Point Terminal Block • Flooded Evaporator, 2 pass, with heater • Suction Line Insulation - Insulation is tubular closed-cell insulation. This option is recommended for areas of high dew, points where condensation may be a concern • Low Sound Kit - Includes full compressor sound enclosure and muffler for each	1.00 EACH	175740.00000	175740.00

Bill To	Requisition 00008404-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CARRIER CORPORATION	ARCHITECTURAL ENGINEERING
100 ALPHA DR #118	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
DESTREHAN, LA 70097	
Tel#504-388-0225	Delivery Reference
Fax 985-764-7050	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/12/23	297060				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	compressor • Standard Compressor • Control Transformer - Main power source supplies control circuit (line power voltage to 115VAC) • Standard SCCR • Isolation Valve(s) - Provides additional refrigerant isolation capability • Variable Speed Condenser Fans (includes Low Ambient Head Pressure Control) - This option permits start-up at 0°F (-18°C) • Vibration Isolation Pads • On Site Factory Startup to Include 1-Year Parts and Labor Warranty • Additional Extended Warranty for Years 2-10 Complete Parts and Labor • Coordination with Trane Controls group (including a Trane technician) for connection and testing of the LON Interface • On-Site Owner Training after installation completion. This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost. ** Lead Time is 42 Weeks as of quote			

Bill To	Requisition 00008404-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CARRIER CORPORATION	ARCHITECTURAL ENGINEERING
100 ALPHA DR #118	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
DESTREHAN, LA 70097	
Tel#504-388-0225	Delivery Reference
Fax 985-764-7050	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/12/23	297060				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	date ** ** Customer to supply a Shipping Destination address before unit ships ** Additional Description Notes			

	PER YOUR QUOTE DATED: 03.29.23 #00740540; SOURCEWELL #070121-CAR			
	TO BE DELIVERED TO BEN MAN LIBRARY 701 GOVERNMENT ST.			
1	2000.80.00.0000.0000.0000.0000.0000.47010. E C0741 .CAPEQUIPMT. .			175740.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER			
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

Requisition Link

Requisition Total 175740.00

Bill To	Requisition 00008404-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
CARRIER CORPORATION	ARCHITECTURAL ENGINEERING
100 ALPHA DR #118	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
DESTREHAN, LA 70097	
Tel#504-388-0225	Delivery Reference
Fax 985-764-7050	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/12/23	297060				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

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

Account			Amount	Remaining Budget
E C0741	.CAPEQUIPMT.	.	175740.00	9560.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	175740.00	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	04/14/23	GREGG BLAIZE	Auto approved by: 910519420
Approved	04/14/23	CARLEEN STOUT	Auto approved by: 910519420
Approved	04/14/23	CASSIE BOATWRIGHT	
Approved	04/14/23	CLIFTON THOMAS	
Approved	04/14/23	BRENDA RHODES	
Approved	04/14/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	04/14/23	RELYA MALLORY	Auto approved by: 910511034
Approved	04/26/23	DONALD ROSE	Approved by: 9105fola
Approved	04/26/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	04/26/23	JOHN PAINE	Auto approved by: 910516727
Approved	04/26/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

DocuSign Envelope ID: 8B146823-77D9-4BC0-98F4-B947F9AA0E19

Sourcewell

Solicitation Number: RFP #070121

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Carrier Global Corporation, 5900-H Northwoods Bus Pkwy., Charlotte, NC 28269 (Supplier).

Sourcewell is a State of Minnesota local government unit 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 eligible 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 HVAC Systems and Related Services from which Supplier was awarded a contract.

Supplier 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 August 12, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new andthe current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier'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. Supplier 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, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier'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 extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier'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, Supplier must permit the Equipment and Products to be

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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 time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier 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 Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier 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, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier 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

Supplier 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 Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development 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;

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- 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 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 will 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. Supplier 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.

Supplier 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. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier'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 Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. 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 Supplier, 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 negotiateddirectly between the Participating Entity and the Supplier. 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 not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier 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 Supplier 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 equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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. Supplier 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:

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- 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.

B. BUSINESS REVIEWS. Supplier 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, sales data reports, 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, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity 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 Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier 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. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier 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

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier'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.

Supplier 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier 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 to 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 party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. 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 of this Contract, 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 respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier 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. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Under no circumstances will Supplier be liable for any incidental, special, liquidated or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

12. GOVERNMENT DATA PRACTICES

Supplier 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 Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier'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 their respective subsidiaries, distributors, dealers, resellers, 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. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. 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, Supplier 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 Supplier 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 suppliers which may be used until the next printing). Supplier 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 Supplier 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. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota 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 by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination 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 Supplier 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 Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the 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, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance of 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 listed below:

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.* Supplier 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.

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, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles

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in limits of liability as indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Limits:
$2,000,000 per occurrence and in aggregate

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier 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 Supplier'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.

Limits:
$2,000,000 per claim
$2,000,000 annual aggregate

Failure of Supplier 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, Supplier 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 Supplier Development 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 Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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. Supplier 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 Supplier or its subcontractors, except such rights as Supplier has to proceeds. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier 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. Supplier 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 Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier 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. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier 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 have additional requirements based on specific funding source terms or conditions. 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 Supplier'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. Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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). Supplier 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. Supplier 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). Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers 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, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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, Supplier 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. Any order requiring Buy American provisions will not be accepted until Supplier confirms in writing it can comply with the specific applicable Buy American clause cited. 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). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier'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 Supplier'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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

U. FEDERAL GOVERNMENT REQUIREMENTS STIPULATION. Supplier is a commercial entity and the components, equipment and services to be included by Supplier in its proposal and to be provided in the event of an award are offered on the basis that they constitute commercial items as defined in the Federal Acquisition Regulations ("FAR"). Similarly, the prices to be offered by Supplier in its proposal, and which would be offered in any resulting contract and any modifications or changes to such contract are based on Supplier's standard commercial accounting policies and practices. Supplier's accounting practices comply fully with U.S. GAAP, but do not take into account any additional or special requirements of Cost Accounting Standards, nor meet the requirements of FAR Part 31 or any similar procurement regulations, including those of the U.S. Department of Defense. Accordingly, Supplier makes its proposal based on its belief that an award can be made to Supplier consistent with FAR Part 12 - "Acquisition of Commercial Items," and that submission of cost and pricing data consistent with CAS/FAR Part 31 will not be required. Supplier does not accept and will not be held liable for any flow down requirements unless specifically agreed to in writing.

22. CANCELLATION

Sourcewell or Supplier 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 Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Carrier Global Corporation
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: F1B5CDFCEE8A47B...
By: _____	By: _____
Jeremy Schwartz	Simon C. Walls
Title: Chief Procurement Officer	Title: Global Strategic Accounts Leader
Date: 10/7/2021 | 9:30 PM CDT	Date: 10/7/2021 | 11:01 AM CDT

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Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
10/7/2021 | 9:34 PM CDT
Date: _____

RFP 070121 - HVAC Systems and Related Services

Vendor Details

Company Name:	Carrier Global Corp
Does your company conduct business under any other name? If yes, please state:	Carrier Corporation
Address:	5900-H Northwoods Bus Pkwy Charlotte, NC 28269
Contact:	Alex Relf
Email:	alex.l.relf@carrier.com
Phone:	704-521-6443
HST#:	06-0991716

Submission Details

Created On:	Tuesday June 15, 2021 15:26:02
Submitted On:	Wednesday June 30, 2021 15:43:18
Submitted By:	Alex Relf
Email:	alex.l.relf@carrier.com
Transaction #:	0278eeef-41a2-4fbe-a881-901b9690436a
Submitter's IP Address:	104.129.206.103

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 (one legal entity only):	Carrier Global Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Carrier Corporation	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Carrier Corporation	*
4	Proposer Physical Address:	5900-H Northwoods Bus Pkwy, Charlotte, N.C. 28269	*
5	Proposer website address (or addresses):	www.carrier.com	*
6	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):	Meredith Emmerich, Vice President, North America, Commercial HVAC, 5900-B Northwoods Bus Pkwy, Charlotte, NC. 28269. meredith.emmerich@carrier.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Alex Relf, Strategic Account Manager, 5900-H Northwoods Bus Pkwy, Charlotte, N.C. 28269, 704-521-6443, alex.l.relf@carrier.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Joe Ison, Strategic Accounts Manager, 5900-H Northwoods Bus Pkwy, Charlotte, N.C. 28269, 501-529-9688, joseph.e.ison@carrier.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	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.	Carrier Engineering Corporation was incorporated in New York on June 26, 1915 by seven engineers led by Willis Carrier. In 1930, Carrier Air Conditioning was formed through the merger of Carrier Engineering Corporation with Brunswick-Kroeschell Company and York Heating & Ventilating Corporation. In 1978, Carrier Corporation, a corporation organized in the State of Delaware, became a wholly owned subsidiary of United Technologies Corporation, and was subsequently spun off as a stand alone company in April of 2020. Carrier Corporation is the leading manufacturer of heating, ventilation and air conditioning equipment and service in the United States with sales totaling approximately $19 Billion in 2020.	*
10	What are your company's expectations in the event of an award?	Carrier is currently an incumbent vendor of Sourcewell. Upon award, Carrier will schedule a roll out meeting with the customer to plan and prepare for the execution of the awarded contract, as needed.	*
11	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.	Carrier Global Corporation is an American multinational home appliances corporation based in Palm Beach Gardens, Florida. Carrier was founded in 1915 as an independent company manufacturing and distributing heating, ventilating and air conditioning (HVAC) systems, and has since expanded to include manufacturing commercial refrigeration and foodservice equipment, and fire and security technologies. As of 2020, it was an $18.6 billion company with over 53,000 employees serving customers in 160 countries on six continents Carrier's Moody rating is Baa3, and the outlook is stable. Carrier's Baa3 senior unsecured rating reflects its long-established leadership position in the global equipment industry. Carrier's significant scale positions it as one of the largest competitors in the sector. The business is exposed to cyclicality with about 70% of revenue derived from new equipment sales. The ratings consider sizeable debt levels and high financial leverage following the spinoff from United Technologies Corporation in early 2020. Refer to annual report for full financial statements.	*
12	What is your US market share for the solutions that you are proposing?	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
13	What is your Canadian market share for the solutions that you are proposing?	N/A	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Manufacturer and service provider. a) N/A b) Carrier Commercial Service self performs most work, or will serve as a general if specialty sub-contractors are needed on a project. Carrier has 99 service offices throughout North America, and may procure product or materials through our corporate owned warehouses, or through local distribution centers.	*
16	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.	Carrier is subject to various registration and licensing requirements in the states and local jurisdictions where it does business and has hundreds of licenses in place in the United States, and Canada.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	The OptiClean™ Dual-Mode Air Scrubber & Negative Air Machine, Carrier's pioneering solution to help provide healthier indoor air, has been crowned Air Conditioning Innovation of the Year in the RAC Cooling Industry Awards, one of the UK's top building technology awards. The recognition follows the OptiClean unit being named one of TIME's 100 Best Inventions of 2020. The product, currently available in North America and Asia, is expected to launch in Europe this year. Carrier is part of Carrier Global Corporation (NYSE: CARR), a leading global provider of healthy, safe and sustainable building and cold chain solutions. As an air scrubber, the OptiClean unit can improve the indoor air quality of classrooms, restaurants, dental offices, commercial buildings and more, by pulling in air, scrubbing it using a HEPA filter, and then exhausting cleaner air back into the room. It has a footprint of less than three square feet and can plug into a standard wall outlet.	*
19	What percentage of your sales are to the governmental sector in the past three years	Carrier Corporation is a 19 billion dollar, global entity. Less that 1% of those sales were recognized from the government sector.	*
20	What percentage of your sales are to the education sector in the past three years	Carrier Corporation is a 19 billion dollar, global entity. Less that 1% of those sales were recognized from the education sector.	*
21	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?	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
22	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?	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
County of Passaic	Steve Orsini	201-937-2576	*
Mount Olive Board of Education	Glenn Miller	973 691-4008 x8505	*
Rutgers University	Glen Vliet	848 445-3714	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Houston Independent School District	Education	Texas - TX	HVAC preventive maintenance, retrofits, repairs, energy saving upgrades.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
Redondo Beach School District	Education	California - CA	HVAC capital chiller installations and retrofits, to include boilers, air handlers, and controls systems.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
BIRMINGHAM BOARD OF EDUCATION	Education	Alabama - AL	HVAC preventive maintenance, retrofits, repairs, energy saving upgrades.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
Elk Grove School District	Education	California - CA	Supply HVAC equipment, perform startup, and warranty repairs.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
University of Central Florida	Education	Florida - FL	HVAC capital chiller installations and retrofits, to include boilers, roof top units, and controls systems.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*

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 *	
25	Sales force.	In North America, Carrier Commercial Service is geographically managed through the Service Center of Excellence, in Charlotte, NC. This centralized location works with 99 field offices that cover the entire continental United States, Hawaii, and Canada.	*
26	Dealer network or other distribution methods.	Carrier has both company owned direct sales offices, independent distributors and joint venture distributors. In May 1999 Carrier and Watsco, Inc. formed a joint venture to distribute Carrier, Bryant, Payne equipment and Totaline parts. The new name for this distribution network is Carrier Enterprises. These distributors were previously owned 100% by Carrier.	*
27	Service force.	Commercial Service employs over 2,000 management, professional, clerical personnel, service technicians and technical engineers. We have over 30 million man-hours of service experience. Service technicians belong to local pipefitters unions (optional in right-to-work states), which are part of the United Association of Plumbers and Steamfitters.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	When you partner with Carrier, you will work with a single source, dedicated Service Account Team that will provide 360 degrees of comprehensive solutions. Carrier will work with our client to develop a smart, effective and customized plan, designed to deliver the most value for the equipment and facility. Service options are matched to your required level of coverage; from inspections and annual maintenance, to planned and full maintenance options. When it comes to predictive maintenance services, Carrier is proactive, keeping your equipment at its operating peak performance. In-depth analysis, with our proprietary diagnostic tools, increases reliability and minimizes downtime. Carrier Commercial Service will notify you of any potential issues long before you realize there is a problem. In the event of an emergency outage, Carrier's response time to "tech on site" is typically 4 hours. For routine calls, the response time is generally 8 hours.	*
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Carrier Corporation is a proud incumbent provider to Sourcewell. Carrier will continue to respond to requests from current, and prospective, members of the Sourcewell program.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Carrier Commercial Service in Canada currently provides services to governmental facilities. Our Canada team will respond accordingly to all requests for Sourcewell services.	*
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Carrier has over 900 dispatch points operating out of 99 service offices in the US and Canada. Carrier Commercial Service provides services to all regions of the US, except Alaska.	*
32	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?	Carrier can, and will, service all sectors throughout the US and Canada (except Alaska) via the Sourcewell program.	*
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Carrier Commercial Service provides services to all regions of the US and Canada, to include Hawaii. Carrier does not service Alaska.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
34	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.	Carrier sends quarterly and annual email correspondence to customers associated with these markets. In addition to our email marketing campaign, Carrier annually attends and participates in the NIGP Forum and trade show. Carrier looks forward to partnering with Sourcewell in a strategic relationship at the show. Examples of Carrier's marketing materials for market solutions may be found at www.carrier.com. Included with the submission package is Carrier Strategic Accounts Marketing brochure.	*
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Carrier's web site www.carrier.com is an effective platform for communicating our offerings to the general public, and prospective clients alike. The site allows us to showcase products and services, sustainable building solutions, and newly developed innovations. Carrier is also active in Linkedin and Twitter, as a means of communicating current news, and during times of emergency, to alert our customers of our temporary solutions for heating, cooling and power supply.	*
36	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?	Carrier will encourage Sourcewell to facilitate introductions on behalf of Carrier with parties that represent a match to our service offerings. The master services agreement will be introduced to the national sales team during the award rollout, and will be accessible to all service personnel on our internal, National Accounts web site.	*
37	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.	N/A	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
38	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.	At the customers option, Carrier may provide equipment operation training at the customer's facility. This training generally lasts several hours in duration, and encompasses unit operation, weekly routine operations checks, and minor troubleshooting. In addition, the customer may attend factory training at the Service Center of Excellence in Charlotte, N.C.	*
39	Describe any technological advances that your proposed products or services offer.	Carrier® SMART Service is a dynamic, proactive strategy for enhanced equipment and system management. Through the identification and analysis of chiller and system operating trends, more informed decisions can now be made relative to meeting comfort demands, implementing service, maintenance or repair events and improving a building's financial performance. The benefits include insight into chiller operation and trends, early indication of equipment problems, maximum operating efficiency, mitigating risks by identifying and correcting minor problems before they lead to expensive repairs.	*
40	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.	One of the U.S. Government's testing agencies recently found that Carrier's variable-speed screw chiller consumed less energy and offered a greater range of operating conditions than alternative water-cooled chiller technology. Overseen by the General Services Administration, the Green Proving Ground program appointed Oak Ridge National Laboratory to perform real-world testing of two chillers: one with variable-speed screw technology and the other with maglev centrifugal technology. The findings showed variable-speed screw technology, like that in Carrier's AquaEdge® 23XRV water-cooled chiller, was more efficient, more versatile and required less maintenance than the maglev centrifugal and at a lower installed cost. When compared across a broad range of operating conditions, the variable-speed screw chiller consumed 11 percent less energy than the maglev centrifugal chiller. Based on the data, the variable-speed screw chiller also has an equipment price that is more than 30 percent lower than the maglev centrifugal chiller with the same cooling capacity.	*
41	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.	With Weather Series Rooftop Units featuring EcoBlue™ Technology, Carrier is proving that not all rooftops are created equal. EcoBlue™ Technology includes a more compact vane axial fan, which is an industry first for packaged rooftop units, along with a simplified design that helps lower installation and maintenance costs. Turn to the experts today to learn more and see how we've put a whole new spin on rooftops. Silver award winner of Consulting - Specifying Engineer 2019 Product of the Year.	*
42	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.	Carrier is a publicly traded, fortune 500 corporation and is not minority owned.	*
43	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?	When you partner with Carrier, you'll work with recognized HVAC professionals – all with a clear focus on the importance of every aspect of your investment. Our technicians are certified as Carrier Specialists or Masters - each trained on our products, customer service and thoroughly tested to our standards. Carrier's Tech360 Certification Program is the most progressive learning program in the industry. As Carrier's own servicing entity, we have access to the latest engineering advancements and the most advanced technical servicing tools. Our expansive OEM service network has strategically-located offices in the United States and Canada. Translation: we'll be there whenever you need us... 24/7/365. Environmental Health and Safety (EH&S) is rooted in our culture. We support a multi-faceted EH&S management system which ensures a focused approach to safety every day. On all levels, we adhere to the most stringent safety standards, which translate to safety on your jobsite. Our Achieving Competitive Excellence (ACE) operating system brings you standardized solutions, no guesswork, no variables. We focus on quality, efficiency and consistency at your jobsite and in all our day-to-day business practices.	*

Table 9A: 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 *	
44	Do your warranties cover all products, parts, and labor?	Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service, Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.	*
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No	*
46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
47	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	*
48	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?	Carrier will warranty products per the manufacturer's guidelines.	*
49	What are your proposed exchange and return programs and policies?	No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.	*
50	Describe any service contract options for the items included in your proposal.	Carrier offers its customers long-term service agreements providing them with knowledge on new cost-saving and environmental technologies, preventive maintenance, and recommendations on current controls systems. In addition, Carrier has a unique remote diagnostic monitoring tool that can detect potential service problems before they occur. Carrier seeks to reduce the clients operating costs through equipment optimization, equipment baseline analysis, building management solutions, energy savings solutions, equipment modernization, including: retrofit and upgrades and turnkey replacement solutions. Other key resources include: Field service engineers, standard work instructions, expedited parts availability and CarrierROLE®, remote online experts	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
51	Describe any performance standards or guarantees that apply to your services	Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service, Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.	*
52	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Quality Assurance of Products & Services In early 1990, Carrier's Service Marketing Division developed a process for Service Product Design and Implementation. Once a concept is established, it progresses through a feasibility study, where customers are consulted via focus groups or questionnaires. If management approval is obtained, a multi-functional team selected from marketing and operations is formed to undertake the project. Consequently, field training must take place for the proper delivery of the service product. This can be a concurrent activity with the technical training that must accompany each product. Training sessions are held at the region or district offices, with all office personnel involved. This includes the clerical people who administer the product, the engineers who may be called upon to install the product, the managers who manage the product's introduction, and the technicians who are involved in product installation and delivery. In product introduction, the project manager meets with quality review teams and suppliers to assure that the final product meets the initial goals for the product. Once the product is field implemented, the Customer Service Report (CSR) provides the means to communicate product deficiencies. Service marketing compiles the data via statistical analysis and the information is passed on to the appropriate suppliers. What service was sold versus what service was performed is a key indicator in the service business. Method of documentation of this indicator includes a computerized scheduling system, and the Customer Service Report (CSR) time tickets. The Customer Service Report (CSR), is a critical document for conformity. The CSR consists of several sections. The equipment information, model and serial numbers are recorded to identify the machine. A task code is used to identify the work done. Additionally, operating log readings are taken to verify the proper operation of the machine within design conditions. Calculations are done by the mechanic to confirm that operation is within the design specifications. Space on the form is dedicated to parts used, written description of work done and abnormalities discovered by the servicing mechanic. Finally, after all service is performed, customer signatures are obtained to verify that the work was done to the customer's satisfaction. The service performance key indicators are measured monthly by management. If any discrepancies are noted, the next level of management meets with the entity, determines the root cause of the existing performance as a comparison to plan and develop action plans to rectify the situation. These action plans detail specific areas of concern, outlining actions to be taken, timing, and responsibilities. Monthly follow-ups are conducted and actual results compared to planned results. Further corrective actions are taken as required. For product hardware, statistics and data compiled by the CSR Report feedback process determines product deficiencies. Its purpose is to allow the mechanic to receive technical assistance during startup, to give feedback to engineering on problems encountered with the unit. This information is shared with the components supplier and action items implemented to correct the situation. Management makes a required vendor visit to assure that the proper actions are implemented. In a distributed technical organization, there is the need to communicate service instructions across the nation. The principle vehicles for these transfers of information are the Service Bulletin and Equipment Technical Manuals. The need to generate technical bulletins is created by the input received from the field service organization through Customer Service Report (CSR) documents which are reviewed by U.S Field Operations (USFO) customer assurance personnel and field requests for assistance. Carrier uses both formal and informal approaches to assess the quality of its systems, processes, practices, products and services. Formally, Carrier Systems and Services assess the quality of the above with measurements. Some of the measurements include yearly audits (i.e., policies, procedures, purchasing, signature authority, safety), product failure rates on a monthly basis, service agreement cancellations, customer surveys (customer satisfaction index), and customer complaints. There are Product Management Councils set up to monitor, review and take action for specific products. Examples are the chiller, airside products, and controls products quality councils which meet on a quarterly basis or as required. Carrier is committed to delivering a quality product or service at an appropriate price. We have or are implementing processes that allow us to measure the quality of our current offerings, assess opportunities for improvement and implement changes, when needed, to improve our quality or modify our products to meet new customer requirements.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods?	Net 30. Payment is accepted via check, credit card, or wire.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	N/A	*
55	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.	Rather than utilize a dealer network, Carrier Corp directly employs its sales and service force. As a Sourcewell incumbent, Carrier has successfully provided quarterly reports since 2017.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Carrier has created a pricing template which details contract labor rates, material markups, and equipment discounts from master pricing. This document is distributed to our field upon contract award, and stored on a shared drive for all company employees to access. Template uploaded to this RFP as a reference.	*
57	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, and at no additional costs.	*

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 described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	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.	See attached pricing template.	*
59	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.	See attached pricing template.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	None.	*
61	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.	Sourced Parts are generally marked up using a pre-negotiated Mark up schedule. See attached pricing template for rates.	*
62	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.	Trip charges and consumable charges apply to every visit.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery. Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Same as above.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Any unique requirements will be discussed on a customer by customer basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	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 *	
67	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.	Carrier Corporation utilizes a pricing tool that can be pre-loaded with Sourcewell's pre-negotiated rates, and markups. This ensures that users are compliant while creating competitive bids for Sourcewell members. A National Account Manager will review all bids prior to submission to ensure consistencey, and correctness.	*
68	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.	The Carrier National Account Manager will use two tools to track the Sourcewell contract usage. One is a tracking list maintained by the National Account Manager, and the equipment team. The second resides in our service-sales software, which will track and report quoted or sold jobs throughout the life of the contract.	*
69	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.)	2%	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Heating, ventilation, air-conditioning and refrigeration systems, controls, services, and sustainable solutions for commercial, industrial, and transportation applications.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Parts sales, new equipment factory startup, turnkey product installations, upgrades, indoor air quality solutions.	*

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	
72	HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology	(•) Yes ( ) No	Carrier offers a full line of products and solutions for building occupants' comfort, health, and well being, and industrial cooling. This includes new equipment, parts, labor, warranty, and turnkey installations.	*
73	Sensors, controls, thermostats, gauges, and system automation or management products and technology	(•) Yes ( ) No	Carrier sells a full line of OEM replacement components, and can source parts from all other HVAC manufacturers as well.	*
74	Services related to the offering of the solutions described in Lines 72 and 73 of Table 14B above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization	(•) Yes ( ) No	Carrier seeks to reduce the clients operating costs through equipment optimization, equipment baseline analysis, building management solutions, energy savings solutions, equipment modernization, including: retrofit and upgrades and turnkey replacement solutions. Other key resources include: Field service engineers, standard work instructions, expedited parts availability and CarrierROLE®, remote online experts	*

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.”

Pricing - Sourcewell RFP 5-19-21 Carrier Equipment Products and Pricing.xlsx - Wednesday June 30, 2021 15:03:46
Financial Strength and Stability - Carrier-2020-Annual-Report.pdf - Monday June 21, 2021 10:32:55
Marketing Plan/Samples - Strategic Accounts Overview.pdf - Monday June 28, 2021 09:17:40
WMBE/MBE/SBE or Related Certificates (optional)
Warranty Information - Carrier Warranty and Terms.pdf - Monday June 21, 2021 10:33:20
Standard Transaction Document Samples - Sourcewell RFP 5-19-21 Carrier Equipment Products and Pricing.xlsx - Wednesday June 30, 2021 15:04:38
Upload Additional Document - RFP_070121_HVAC_Systems_Services_Contract_Template Sourcewell redline for Carrier 5.25.2021.docx - Monday June 21, 2021 10:33:43

Addenda, Terms and Conditions

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. - Alex Relf, Strategic Account Manager, Carrier Global Corp

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_4_HVAC_Systems_Services_RFP_070121 Tue June 22 2021 04:10 PM	☑	1
Addendum_3_HVAC_Systems_Services_RFP_070121 Wed May 26 2021 04:55 PM	☑	1
Addendum_2_HVAC_Systems_Services_RFP_070121 Tue May 18 2021 03:45 PM	☑	1
Addendum_1_HVAC_Systems_Services_RFP_070121 Mon May 17 2021 01:50 PM	☑	1

DocuSign Envelope ID: 6AFFF308-CEFE-456B-9B61-94760CE55C65

AMENDMENT #1
TO
CONTRACT #070121-CAR

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Carrier Global Corporation** (Supplier).

Sourcewell awarded a contract to Supplier to provide HVAC Systems and Related Services, effective October 7, 2021, through August 12, 2025 (Contract).

Supplier requested that its name be modified from the name of its holding company to its North American operating company "Carrier Corporation."

All references to "Carrier Global Corporation" in Contract #070121-CAR will be stricken and replaced with "Carrier Corporation."

Except as amended above, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 4/15/2022 | 6:24 AM CDT

Carrier Global Corporation

By: William Langston
Will Langston, Assistant Secretary

Date: April 19, 2022

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO

Date: 4/15/2022 | 6:46 AM CDT

Carrier Corporation 070121-CAR

Pricing for contract #070121-CAR offers Sourcewell participating agencies the following discounts:

- 35-71.5% Discount off MSRP

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:5/9/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Carahsoft for annual subscription for Microsoft 365 cloud backup software.
General fund

Amount of Contract:

$30,412.80

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230427 Carahsoft Agenda Package POs	Cover Memo	4/27/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	4/27/2023 - 3:30 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
8418	2023	(5000) INFORMATION TECHNOLOGY	ANNUAL SUBSCRIPTION FOR MICROSOFT 365 CLOUD BACKUP SOFTWARE	$30,412.80	(295556) CARAHSOFT

Adopted:

_____
City Clerk

Bill To	Requisition 00008418-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CARAHSOFT	MIT
11493 SUNSET HILLS ROAD	651 CHURCH STREET
SUITE 100	
	MOBILE, AL 36602
RESTON, VA 20190	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#7038718500	Delivery Reference
	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/23	295556	04/13/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER GSA CONTRACT #47QSWA18D008F.			
001	AOS_O365_CBU_SD120 Cloud Backup Standard for M365 - Per User Per Month Group Y AvePoint Public Sector, Inc. - AOS_O365_CBU_SD Start Date: 07/25/2023 End Date: 07/24/2024 GSA QTY 740	740.00 EACH	26.40000	19536.00
	1 1000.10.23.5000.5000.5000.0000.0000.42150.			19536.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	AOS_O365_CBU_SD120 Cloud Backup Standard for M365 - Per User Per Month Group Z AvePoint Public Sector, Inc. - AOS_O365_CBU_SD	1030.00 EACH	10.56000	10876.80

Bill To	Requisition 00008418-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CARAHSOFT	MIT
11493 SUNSET HILLS ROAD	651 CHURCH STREET
SUITE 100	
	MOBILE, AL 36602
RESTON, VA 20190	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#7038718500	Delivery Reference
	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/23	295556	04/13/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Start Date: 07/25/2023 End Date: 07/24/2024			
1	1000.10.23.5000.5000.5000.0000.0000.42150.			10876.80

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
GREG HOLLIDAY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 30412.80

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150.	30412.80	739398.78
INFORMATION TECHNOLOGY EXP MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment
Approved	04/13/23	GREG HOLLIDAY	Auto approved by: 91057606
Approved	04/13/23	SCOTT KEARNEY	
Approved	04/13/23	UDARA JAYASENA	Auto approved by: 91057606

Bill To	Requisition 00008418-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CARAHSOFT	MIT
11493 SUNSET HILLS ROAD	651 CHURCH STREET
SUITE 100	
	MOBILE, AL 36602
RESTON, VA 20190	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#7038718500	Delivery Reference
	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/23	295556	04/13/23			INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	04/27/23	DONALD ROSE		Approved by: 9105fola	
	Approved	04/27/23	SANDRA LEWIS		Auto approved by: 910516727	
	Approved	04/27/23	JOHN PAINE		Auto approved by: 910516727	
	Approved	04/27/23	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

GSA Multiple Award Schedule Contract (MAS)

GSA Schedule No. 47QSWA18D008F

GSA Schedule Contract # 47QSWA18D008F

Contract & Order Information

Contract Title:	GSA MAS 8F
Contractor:	Carahsoft Technology Corp.
Number:	47QSWA18D008F
Contract Period:	August 22, 2018 - August 21, 2028
Federal Taxpayer ID:	52-2189693
Cage Code:	1P3C5
DUNS Number:	088365767
Shipping Point:	FOB Destination
Terms:	Net 30 (On Approved Credit)
Guidelines & Notes:	Agency purchase orders must be emailed to . Please remember to put the Contract Number (47QSWA18D008F) on your Purchase Order.

GSA Pricelist
Terms & Conditions
Manufacturer Commercial Supplier Agreements
Authorized Participating Dealers

Under this GSA Contract 47QSWA18D008F, GSA Multiple Award Schedule Contract (MAS), Carahsoft will offer the below products and services.

#
1Kosmos
10ZiG Tech

A
Accela
AccessData
Acquia
ADF Solutions
Adobe
Adobe Acrobat Sign
Adobe Connect
Adobe Learning Manager
Akamai
Anchore
Anomali
Appgate
Aqua
Archer
Archive360
Arista Networks
Armis
ASG Technologies
Autodesk
AvePoint Public Sector
AWS
Axon
Axway

B
Basis Technology
Bastille
Bentley Systems
BeyondTrust
BlackBerry
Blancco
Bonfire
Bonterra
Boomi
Box

C
C3
CA Technologies
Cellebrite
Celonis
Center for Internet Security, Inc. (CIS)
CertiPath
Chainalysis
ChargePoint
Ciena
CityBase
ClearCube
CloudBees
CloudCheckr
Cloudera
Code42
Cofense
Commvault
CompassCom Software Inc.
Concur
Confluent
Contrast Security
Corelight
Cribl
CyberArk

D
Databricks
DataLocker
DataRobot
Decision Lens
Delinea
Delphix
Deltek
Denodo
Digital Guardian
Digital Map Products
DocuSign
Druva
DTech Apps by Discover Technologies

E
eCivis
Eightfold.ai
Elastic
EMC
EnterpriseDB
Exabeam
ExtraHop

F
F5
Fidelis Cybersecurity
Five9
Flexera
Forcepoint
Forescout
ForgeRock
Fortinet
Forward Networks
FusionReactor

G
Genesys
Gigamon
Gimmal
GitLab
Globalscape
Google
Granicus
Gridless Power
GTY Technology

H
H2O.ai
HashiCorp
Hewlett Packard Enterprise
Hitachi Vantara
Hitachi Vantara Federal
Hootsuite
HYCU

I
Identity Automation
Illumio
Imperva
Infoblox
Informatica
Info Security Corp
IronNet Cybersecurity
Ivanti

J
Jama Software
Jive

K
Kion
Kiteworks
KnowWho
Kofax

L
Launchpad
Liferay
LinkedIn
Liquidware
Lookout

M
Mapbox
MarkLogic
MeetingOne
Micro Focus Government Solutions
Microsoft
MuleSoft

N
Netskope
NetWitness
Netwrix
New Relic
Nintex
Nlyte Software
Nutanix
Nuvolo
NVIDIA

O
Okta
OpenCounter
OPEXUS
Oracle
OSIsoft
OutSystems

P
PacketViper
Palantir
Palo Alto Networks
PC Matic
Ping Identity
Progress Software
Proofpoint
Puppet

Q
Qmulos
Qualtrics
Qualys
Questica

R
Rapid7
ReadSpeaker
Recorded Future
Red Hat
RegScale
ReSTNSX
Riverbed Technology
RSA
Rubrik

S
SailPoint Technologies
Salesforce
Samsung KNOX
SAP
SAP NS2
Saviynt
SDL
Secureworks
Securonix
SentinelOne
ServiceNow
Skyhigh Security
Smartsheet
Snowflake
SolarWinds
Sonatype
Splunk
Sprinklr
Stave Apps
Sword GRC
Symantec
Syntasa
Systecon

T
Tableau
Talend
Talkdesk
Tanium
Tasktop Technologies
Taulman3D
Tempered Networks
Tenable
Thales Trusted Cyber Technologies (TCT)
Thentia
ThreatConnect
ThreatQuotient
TIBCO Software Federal, Inc.
Tintri
TransUnion
Trellix
Trend Micro
Tricentis
Trustwave
Twilio
TYCHON
Tyler Technologies

U
UiPath

V
Veeam
Venafi
Veracode
Veritas Technologies
Veritone
Virtru
VMware
Voyager Labs

W
Wickr, Inc.
Wolters Kluwer

Z
Zebra
Zimperium
Zoom
Zscaler

Chat with us
Looking for technology recommendations or help with a quote, contract, order or any customer service questions? Carahsoft's representatives are here to help!
LET'S TALK

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AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Leadsonline LLC for annual subscription for crime investigation software.
General fund

Amount of Contract:

$31,133.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230427 Leadsonline Agenda Package POs	Cover Memo	4/27/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	4/27/2023 - 3:31 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
9089	2023	(1530) POLICE ADMIN SERVICES	ANNUAL SUBSCRIPTION RENEWAL FOR LEADSONLINE CRIME INVESTIGATION SOFTWARE (SOLE SOURCE)	$31,133.00	(292802) LEADSONLINE LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00009089-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.42110. Review: Buyer: Status: Released Page 1

Vendor	Ship To
LEADSONLINE LLC 6900 DALLAS PKWY STE 825 PLANO, TX 75024 Tel#972-331-7748 Fax 972-361-0901	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/27/23	292802				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
001	LEADSONLINE POWERPLUS INVESTIGATION SYSTEM SERVICE PACKAGE. INVOICE #402932; 01/01/2023-12/31/2023	1.00 EACH	31133.00000	31133.00
1	1000.30.15.1530.1530.1530.0000.0000.42110.			31133.00

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606
Delivery Reference
PC

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total 31133.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.42110.	31133.00	7396543.96
POLICE ADMIN SERVICES EXP DUES & SUBSCRIPTION		

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

Activity	Date	Clerk	Comment

Bill To	Requisition 00009089-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.42110. Review: Buyer: Status: Released Page 2

Vendor	Ship To
LEADSONLINE LLC 6900 DALLAS PKWY STE 825 PLANO, TX 75024 Tel#972-331-7748 Fax 972-361-0901	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/27/23	292802				POLICE ADMIN SERVICES

LN	Description / Account			Qty	Unit Price	Net Price
	Queued	04/27/23	DONALD ROSE		Auto approved by: 910516727	
	Queued	04/27/23	SANDRA LEWIS		Auto approved by: 910516727	
	Queued	04/27/23	JOHN PAINE		Auto approved by: 910516727	
	Queued	04/27/23	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to CDW Government LLC for six month subscription renewal for MalwareBytes endpoint malware protection software for IT.
General fund

Amount of Contract:

$23,333.01

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230427 CDW Agenda Package POs	Cover Memo	4/27/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	4/27/2023 - 3:31 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
8520	2023	(5000) INFORMATION TECHNOLOGY	SIX MONTH SUBSCRIPTION RENEWAL FOR MALWAREBYTES ENDPOINT MALWARE PROTECTION SOFTWARE (AL STATE CONTRACT)	$23,333.01	(272932) CDW GOVERNMENT LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00008520-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/14/23	272932	04/14/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER STATE OF ALABAMA NVP ADSPO 16-130652 (MA 999 170000000186).			
001	ITEM: MALWAREBYTES EP DETECT RNWRESP 6MO Supplier Part No: 7366809 Manufacturer Part No: EPR6N1000 Manufacturer Name: Malwarebytes Cloud Supplier Quote No: 31768:NGPV920 NIGP: UNSPSC: 43000000	1750.00 EACH	11.92000	20860.00
	1 1000.10.23.5000.5000.5000.0000.0000.42150.			20860.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	ITEM: MALWAREBYTES EP DETECT RESP SVR 6MO Supplier Part No: 7366810 Manufacturer Part No: EDRSPP6N50	100.00 EACH	24.73000	2473.00

Bill To	Requisition 00008520-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/14/23	272932	04/14/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Manufacturer Name: Malwarebytes Cloud Supplier Quote No: 31768:NGPV920 NIGP: UNSPSC: 43000000			
1	1000.10.23.5000.5000.5000.0000.0000.42150.			2473.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	ITEM: MALWAREBYTES PREM STD SUP Supplier Part No: 6797552 Manufacturer Part No: MPSNC6S01 Manufacturer Name: Malwarebytes Supplier Quote No: 31768:NGPV920 NIGP: UNSPSC: 43000000	1.00 EACH	0.01000	0.01
1	1000.10.23.5000.5000.5000.0000.0000.42150.			.01

Bill To	Requisition 00008520-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/14/23	272932	04/14/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
CHATU

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 23333.01

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150.	23333.01	739398.78
INFORMATION TECHNOLOGY EXP MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment
Approved	04/14/23	GREG HOLLIDAY	Auto approved by: 91057606
Approved	04/14/23	SCOTT KEARNEY	
Approved	04/14/23	UDARA JAYASENA	Auto approved by: 91057606
Approved	04/27/23	DONALD ROSE	Approved by: 9105fola
Approved	04/27/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	04/27/23	JOHN PAINE	Auto approved by: 910516727
Approved	04/27/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Bill To	Requisition 00008520-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/14/23	272932	04/14/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Software, Valued Added Reseller

Type
Master Agreement

Supplier
CDW GOVERNMENT INC

Contract Code
MA230000003934

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Jennifer	Loretz	jennifer.loretz@purchasing.alabama.gov	334-242-7370

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Justin	Schwier	bidscdwg.com@cdw.com	847-465-6000
Brittany	Logan	britlog@cdwg.com	

2 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
4/1/2023

End Date
4/24/2027

Documents

Items

- Participating Addendum and pricing.pdf

Item Name	Product Code	UOM
Software	230000003934-01	Each

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Mike Hoffman Equipment Services Inc for 8 month rental of temporary 10,000 gallon fuel tank at motor pool.
General fund.

Amount of Contract:

$29,600.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230421 Hoffman Agenda Package POs	Cover Memo	4/21/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	4/27/2023 - 3:32 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
8252	2023	(2050) FLEET MAINTENANCE-GARAGE	8 MONTH RENTAL OF 10K GAL GAS TANK FOR MUNICIPAL GARAGE WITH FUELMASTER SWITCH (SOLE SOURCE COMPATIBLE WITH CITY FUEL DELIVERY SYSTEMS)	$29,600.00	(085814) MIKE HOFFMAN EQUIPMENT SERVICES

Adopted:

_____

City Clerk

Bill To	Requisition 00008252-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 7000.40.20.0000.0000.2070.0000.0000.42140.
MOBILE, AL 36604	Review:
	Buyer:
	Status: Released Page 1

Vendor	Ship To
MIKE HOFFMAN EQUIPMENT SERVICES INC	MUNICIPAL GARAGE
4109 HALLS MILL RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36693	IRBY@CITYOFMOBILE.ORG
Tel#251-666-8994	Delivery Reference
Fax 251-661-9558	DORIS IRBY
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/10/23	085814				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	MONTHLY RENTAL OF 10K GASOLINE FUEL TANK WITH CONTAINMENT BERM, PULSE OUTPUT FOR FUELMASTER UNIT AND NOZZLE SWITCH DATES: MAY 11TH - JAN 11TH AS PER YOUR QUOTE #230704-67 DATED 4-7-2023	8.00 EACH	3700.00000	29600.00

Additional Description Notes

MONTHLY RENTAL OF 10K GASOLINE FUEL TANK WITH CONTAINMENT BERM, PULSE OUTPUT FOR FUELMASTER UNIT AND NOZZLE SWITCH
DATES: MAY 11TH - JAN 11TH

1	7000.40.20.0000.0000.2070.0000.0000.42140.		29600.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DORIS IRBY

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 29600.00

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

Bill To	Requisition 00008252-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.42140. Review: Buyer: Status: Released Page 2

Vendor	Ship To
MIKE HOFFMAN EQUIPMENT SERVICES INC 4109 HALLS MILL RD MOBILE, AL 36693 Tel#251-666-8994 Fax 251-661-9558	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 IRBY@CITYOFMOBILE.ORG Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/10/23	085814				FLEET MANAGEMENT-GARAGE

Account		Amount	Remaining Budget
Account		Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.42140.		29600.00	
MOTOR POOL EXP	MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	04/11/23	CHARLES SUMRALL	
Approved	04/11/23	SHONNDA SMITH	
Approved	04/11/23	JAMES DELAPP	Auto approved by: 910518244
Approved	04/11/23	CASI CALLAWAY	Auto approved by: 910518244
Queued	04/11/23	DONALD ROSE	Auto approved by: 910518244
Queued	04/11/23	SANDRA LEWIS	Auto approved by: 910518244
Queued	04/11/23	JOHN PAINE	Auto approved by: 910518244
Queued	04/11/23	MICHAEL SPAFFORD	Auto approved by: 910518244

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

Jennifer Greene, Director of Programs and Project Management

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

This recreational easement is between the City of Mobile and The Mobile Housing Authority and aims to provide future access to the Three Mile Creek Greenway Trail. The associated recreational easement will allow the City to construct a trailhead for the Three Mile Creek Greenway Trail, where Dr. Martin Luther King Avenue intersects Three Mile Creek. This trailhead will include parking, solar lighting with cameras and Wi-Fi, a comfort station (ADA compliant restroom and water station), and access to the Trail. As the eastern-most trailhead, the trail is designed to merge seamlessly with Tiger/Broad Street complete streets project along Dr. Martin Luther King Avenue, allowing multimodal access to downtown and beyond.

The Mobile Greenway continues to evolve our transportation infrastructure and is a part of a larger vision to transform the City of Mobile into a more connected and livable community. The objectives of this project are to increase walkability and enhance both biking and pedestrian safety by connecting residential areas and citizens to the surrounding parks, schools, churches, and commercial areas. This easement continues the current efforts of constructing this ADA compliant biking and pedestrian path along Three Mile Creek.

Amount of Contract:

N/A

Effective Date of Contract:

4/20/2023

Funding Source

Project # N/A

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds $0 **Matching Funds** $0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	4/20/2023
Resolution	Resolution Letter	4/20/2023
Easement Document	Backup Material	4/21/2023
MHA Resolution	Backup Material	4/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	4/21/2023 - 10:59 AM
Legal	Kern, Chris	Approved	4/21/2023 - 11:03 AM
Mayors Office	Montgomery, Brandi	Approved	4/27/2023 - 3:30 PM

March 20, 2023

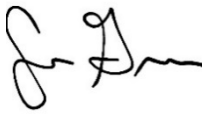
Dear Councilmembers:

Attached to this memo is a recreational easement between the City of Mobile and The Mobile Housing Authority to provide future access to the Three Mile Creek Greenway Trail. The associated recreational easement will allow the City to construct a trailhead for the Three Mile Creek Greenway Trail, where Dr. Martin Luther King Avenue intersects Three Mile Creek. This trailhead will include parking, solar lighting with cameras and Wi-Fi, a comfort station (ADA compliant restroom and water station), and access to the Trail. As the eastern-most trailhead, the trail is designed to merge seamlessly with Tiger/Broad Street complete streets project along Dr. Martin Luther King Avenue, allowing multimodal access to downtown and beyond.

The Mobile Greenway continues to evolve our transportation infrastructure and is a part of a larger vision to transform the City of Mobile into a more connected and livable community. The objectives of this project are to increase walkability and enhance both biking and pedestrian safety by connecting residential areas and citizens to the surrounding parks, schools, churches, and commercial areas. This easement continues the current efforts of constructing this ADA compliant biking and pedestrian path along Three Mile Creek.

We look forward to continued communication on this important community project. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org.

Respectfully,



Jennifer Greene
Director, Programs and Project Management
Public Works

RESOLUTION

Sponsored by Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts a Deed for Easement from the Mobile Housing Authority as needed for the Three Mile Creek Greenway Trail and Trailhead.

SAID DOCUMENT is by reference made a part of this resolution as fully as set forth herein and copies will be on file in the office of the City Clerk and in the office of the Real Estate Department of the City of Mobile.

Adopted:

_____

City Clerk

EASEMENT FOR RECREATIONAL PURPOSE

STATE OF ALABAMA)
COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the Mobile Housing Authority, a housing authority and body politic organized under the laws of the State of Alabama (herein referred to as "GRANTOR") for and in consideration of the amount of One and No/100 ($1.00) Dollar, cash in hand paid to the undersigned by the **CITY OF MOBILE, ALABAMA**, a municipal corporation, (hereinafter referred to as "GRANTEE"), receipt of which is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the neighborhood, to the public generally and to its property, does HEREBY, GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the GRANTEE, its successors and assigns, exclusively and perpetually, full and free right, liberty and authority to enter upon and to construct, operate and maintain for public active or passive use, a greenway, recreational trail, park, or other such recreational improvements as deemed necessary and appropriate by GRANTEE, including but not limited to paving, signage, benches, restroom facilities, bicycle racks and wastebaskets, over, under and across the following described land:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN ON "EXHIBIT B"

It is understood between the parties that the rights in and to the above-described property which GRANTOR is relinquishing by this instrument include, but are not limited to, the right to plant and grow shade and ornamental trees on said property, and the right to place any structure, vehicle or other personal property on any part of the property above described, either temporarily or permanently. It is understood by the parties that both GRANTOR and GRANTEE fall within the provisions and protections of Alabama Code Sections 35-15-1 et seq and 35-15-20 et seq.

TO HAVE AND TO HOLD, the said easement unto GRANTEE, its successors and assigns, for so long as GRANTEE, its successors and assigns, shall continue to use the easement for such purposes. And for and in consideration of the above, GRANTOR hereby releases said

City of Mobile from all consequential damages, present or prospective to the property of the GRANTOR, arising out of construction, maintenance or repair of said easement.

This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other maters recorded in the office of the Judge of Probate, Mobile County, Alabama.

IN WITNESS WHEREOF, this instrument is executed this the 20th day of April, 2023.

GRANTOR
Mobile Housing Authority

By _____
Michael E. Pierce
Chief Executive Officer

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Michael Pierce whose name as Chief Executive Officer of the Mobile Housing Authority, a housing authority and body politic organized under the laws of the State of Alabama is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the 20th day of April ,2023.

_____
Notary Public, State of Alabama
My Commission Expires:_____

ELICIA HUTSON BROWN
MY COMMISSION EXPIRES
FEBRUARY 15, 2027
NOTARY PUBLIC
STATE OF ALABAMA

Grantor:
Mobile Housing Authority
151 S. Claiborne St.
Mobile, AL 36602

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

This instrument prepared by
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, AL 36633

"EXHIBIT A"

Beginning at the westernmost corner of the Recreation Easement recorded in Instrument 2017028216 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run South 37°-36'-08" East along the west line of said Recreation Easement a distance of 79 feet, more or less, to the north edge of water of Three Mile Creek; thence run southwestwardly along said edge of water a distance of 107 feet, more or less, to the east right-of-way line of St. Stephens Road (variable r/w); thence run North 37°-36'-08" West along said right-of-way line a distance of 127 feet, more or less, to a capped rebar (Wattier); thence run North 32°-39'-33" East along said right-of-way line a distance of 41.10 feet to a concrete monument; thence run North 35°-30'-30" West along said right-of-way line a distance of 22.31 feet; thence run South 79°-57'-06" East a distance of 97.23 feet; thence run South 37°-36'-08" East a distance of 29.76 feet to the Point of Beginning. The described parcel contains 0.34 acre, more or less.

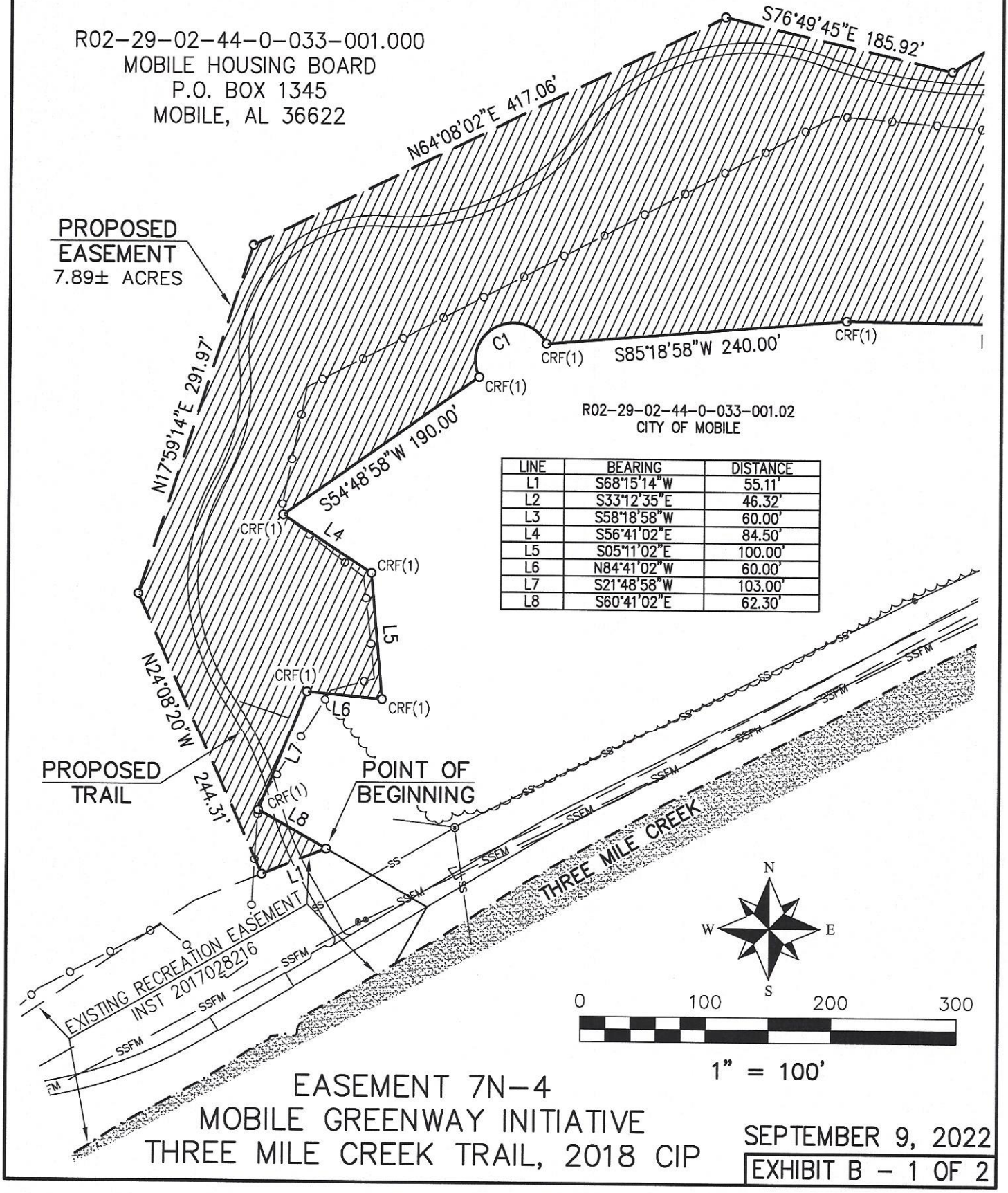
ALSO

Beginning at the northernmost corner of the Recreation Easement described in Instrument 2017028216 of the records in the office of the Judge of Probate, Mobile County, Alabama, said point being on a property line of property owned by The City of Mobile and described in Real Property Book 998, Page 987 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run South 68°-15'-14" West along the north line of said Recreation Easement a distance of 55.11 feet; thence run North 24°-08'20" West a distance of 244.31 feet ; thence run North 17°-59'-14" East a distance of 291.97 feet; thence run North 64°-08'-02" East a distance of 417.06 feet; thence run South 76°-49'-45" East a distance of 185.92 feet; thence run North 57°-17'-00" East a distance of 522.18 feet to the west right-of-way line of Dr. Martin Luther King Jr. Avenue (variable r/w); thence run South 33°-12'-35" East along said west right-of-way line a distance of 46.32 feet to a nail & disk (Wattier); thence run South 34°-35'-20" East along said west right-of-way line a distance of 453.29 feet to a capped rebar (Wattier); thence continue South 34°-35'-20" East along said west right-of-way line a distance of 7 feet, more or less, to the north edge of water of Three Mile Creek; thence run westwardly along the meanderings of said north edge of water a distance of 113 feet, more or less, to said City of Mobile property; thence run North 41°-16'-02" West along said City of Mobile property a distance of 11 feet, more or less, to a capped rebar (Wattier) (said capped rebar being South 64°-35'-25" West 113.96 feet from the last mentioned capped rebar (Wattier)); thence continue North 41°-16'-02" West along said City of Mobile property a distance of 170.96 feet to a capped rebar (illegible); thence run South 58°-18'-58" West along said City of Mobile property a distance of 60.00 feet to a capped rebar (Wattier); thence run South 77°-48'-58" West along said City of Mobile property a distance of 135.00 feet to a capped rebar (Wattier); thence run South 55°-18'-58" West along said City of Mobile property a distance of 160.00 feet to a capped rebar (Wattier); thence run North 89°-11'-02" West along said City of Mobile property a distance of 275.00 feet to a capped rebar (Wattier); thence run South 85°-18'-58" West along said City of Mobile property a distance of 240.00 feet to a capped rebar; thence run northwardly, westwardly, and southwardly along said City of Mobile property and along the arc of a curve to the left (having a delta of 180°-00'-00", a radius of 30.00 feet; a chord bearing of South 63°-18'-58" West, and a chord length of 60.00 feet) an arc distance of 94.25 feet to a capped rebar (Wattier); thence run South

54°-48'-58" West along said City of Mobile property a distance of 190.00 feet to a capped rebar (Wattier); thence run South 56°-41'-02" East along said City of Mobile property a distance of 84.50 feet to a capped rebar (Wattier); thence run South 05°-11'-02" East along said City of Mobile property a distance of 100.00 feet to a capped rebar (Wattier); thence run North 84°-41'-02" West along said City of Mobile property a distance of 60.00 feet; thence run South 21°-48'-58" West along said City of Mobile property a distance of 103.00 feet to a capped rebar; thence run South 60°-41'-02" East along said City of Mobile property a distance of 62.30 feet to the Point of Beginning. The described parcel contains 7.89 acres, more or less.

THIS IS NOT A BOUNDARY SURVEY

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	180°00'00"	30.00'	94.25'	S63°18'58"W	60.00'

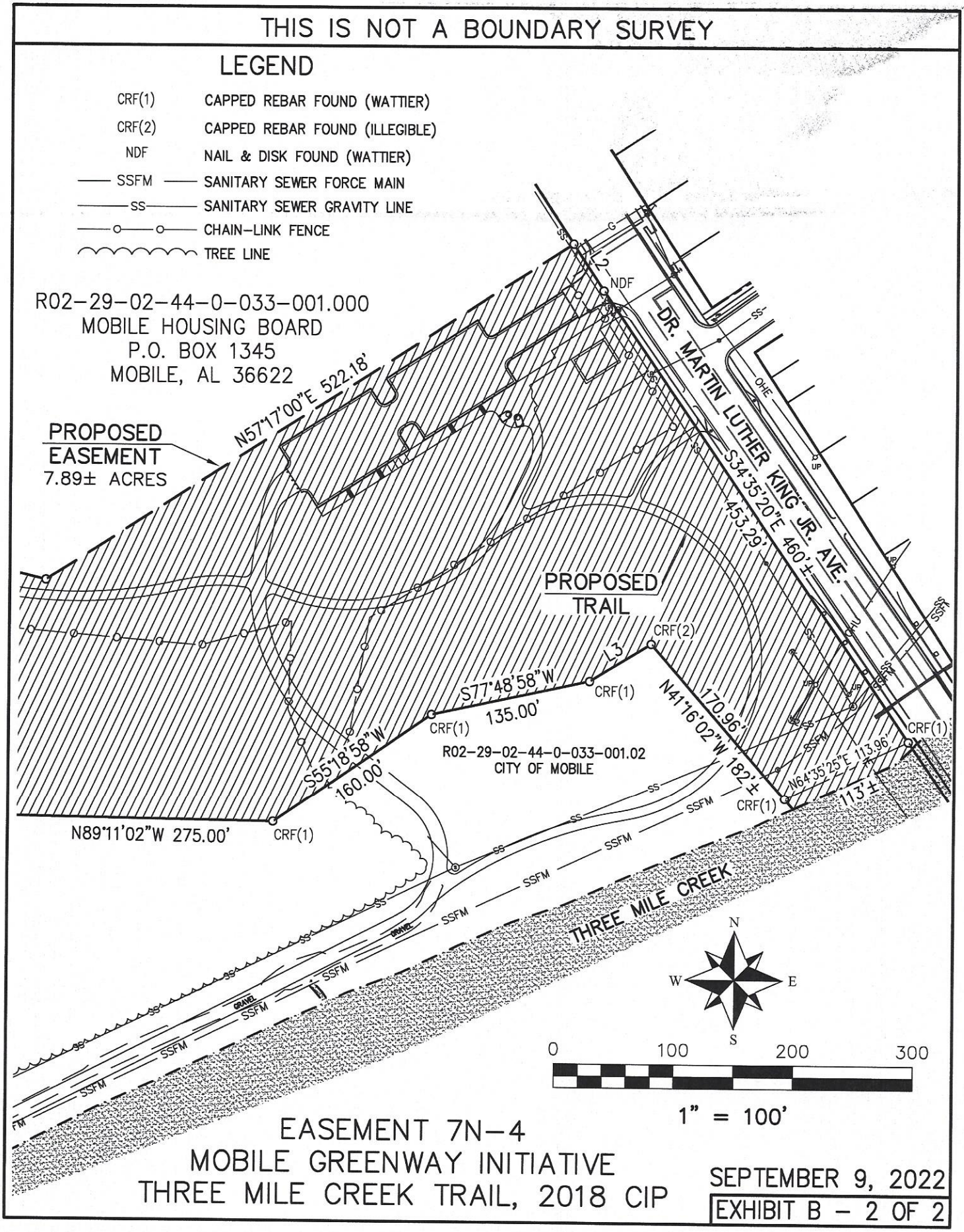


LINE	BEARING	DISTANCE
L1	S68°15'14"W	55.11'
L2	S33°12'35"E	46.32'
L3	S58°18'58"W	60.00'
L4	S56°41'02"E	84.50'
L5	S05°11'02"E	100.00'
L6	N84°41'02"W	60.00'
L7	S21°48'58"W	103.00'
L8	S60°41'02"E	62.30'

EASEMENT 7N-4
MOBILE GREENWAY INITIATIVE
THREE MILE CREEK TRAIL, 2018 CIP

SEPTEMBER 9, 2022

EXHIBIT B – 1 OF 2


THIS IS NOT A BOUNDARY SURVEY
LEGEND
CRF(1) CAPPED REBAR FOUND (WATTIER)
CRF(2) CAPPED REBAR FOUND (ILLEGIBLE)
NDF NAIL & DISK FOUND (WATTIER)
SSFM SANITARY SEWER FORCE MAIN
SS SANITARY SEWER GRAVITY LINE
CHAIN-LINK FENCE
TREE LINE
R02-29-02-44-0-033-001.000
MOBILE HOUSING BOARD
P.O. BOX 1345
MOBILE, AL 36622
PROPOSED EASEMENT
7.89± ACRES
N57°17'00"E 522.18'
DR. MARTIN LUTHER KING JR. AVE.
S34°35'20"E 460'±
453.29'
PROPOSED TRAIL
CRF(2)
L3
S77°48'58"W
135.00'
CRF(1)
N41°16'02"W 170.96'
S55°18'58"W
160.00'
R02-29-02-44-0-033-001.02
CITY OF MOBILE
N64°35'25"E 113.96'
113'±
N89°11'02"W 275.00'
THREE MILE CREEK
N
W
E
S
0
100
200
300
1" = 100'
EASEMENT 7N-4
MOBILE GREENWAY INITIATIVE
THREE MILE CREEK TRAIL, 2018 CIP
SEPTEMBER 9, 2022
EXHIBIT B - 2 OF 2

EXECUTIVE SUMMARY FOR RESOLUTION NO. 23- 08

This resolution, if approved, will authorize the Mobile Housing Authority ("MHA") to grant to the City of Mobile a Recreational Easement for a Trailhead and secondary looped path to be located on the Roger Williams Housing Development site at Three-Mile Creek and St. Stephens Road, and other related matters.

PREPARED FOR THE REGULAR MEETING
OF THE BOARD OF COMMISSIONERS TO BE HELD ON
TUESDAY, April 11, 2023

RESOLUTION NO. 23-08

To consider and act upon a resolution authorizing the Mobile Housing Authority ("MHA") to grant to the City of Mobile a Recreational Easement for a Trailhead and secondary looped path to be located on the Roger Williams Housing Development site at Three-Mile Creek and St. Stephens Road, and other related matters.

EXPLANATION

The City of Mobile has developed and adopted a City-wide plan for greenway, recreational, trail, park and land preservation areas along various creeks, floodplains and other areas in the City of Mobile. One of the locations in the Plan is located at the Roger Williams Housing Development site at Three-Mile Creek near St. Stephens Road.

By Resolution 2016-37, the Board of Commissioners granted the City of Mobile a Recreational Easement for a Bike Path to be located on the Roger Williams Housing Development site at Three-Mile Creek and St. Stephens Road.

The City has continued to improve its City-wide plan for greenway, recreational, trail, park and land preservation areas along various creeks, floodplains and other areas in the City of Mobile and desires to improve the Plan as it relates to the location at the Roger Williams Housing Development site at Three-Mile Creek near St. Stephens Road by adding a Trailhead and secondary looped path.

The Property to be included in the Trialhead and secondary looped path is located on Three-Mile Creek near St. Stephens Road and is more particularly described as follows:

> Beginning at the westernmost corner of the Recreation Easement recorded in Instrument 2017028216 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run South 37°-36'-08" East along the west line of said Recreation Easement a distance of 79 feet, more or less, to the north edge of water of Three Mile Creek; thence run southwestwardly along said edge of water a distance of 107 feet, more or less, to the east right-of-way line of St. Stephens Road (variable r/w); thence run North 37°-36'-08" West along said right-of-way line a distance of 127 feet, more or less, to a capped rebar (Wattier); thence run North 32°-39'-33" East along said right-of-way line a distance of 41.10 feet to a concrete monument; thence run North 35°-30'-30" West along said right-of-way line a distance of 22.31 feet; thence run South 79°-57'-06" East a distance of 97.23 feet; thence run South 37°-36'-08" East a distance of 29.76 feet to the Point of Beginning. The described parcel contains 0.34 acre, more or less.

Beginning at the northernmost corner of the Recreation Easement described in Instrument 2017028216 of the records in the office of the Judge of Probate, Mobile County, Alabama, said point being on a property line of property owned by The City of Mobile and described in Real Property Book 998, Page 987 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run South 68°-15'-14" West along the north line of said Recreation Easement a distance of 55.11 feet; thence run North 24°-08'20" West a distance of 244.31 feet ; thence run North 17°-59'-14" East a distance of 291.97 feet; thence run North 64°-08'-02" East a distance of 417.06 feet; thence run South 76°-49'-45" East a distance of 185.92 feet; thence run North 57°-17'-00" East a distance of 522.18 feet to the west right-of-way line of Dr. Martin Luther King Jr. Avenue (variable r/w); thence run South 33°-12'-35" East along said west right-of-way line a distance of 46.32 feet to a nail & disk (Wattier); thence run South 34°-35'-20" East along said west right-of-way line a distance of 453.29 feet to a capped rebar (Wattier); thence continue South 34°-35'-20" East along said west right-of-way line a distance of 7 feet, more or less, to the north edge of water of Three Mile Creek; thence run westwardly along the meanderings of said north edge of water a distance of 113 feet, more or less, to said City of Mobile property; thence run North 41°-16'-02" West along said City of Mobile property a distance of 11 feet, more or less, to a capped rebar (Wattier) (said capped rebar being South 64°-35'-25" West 113.96 feet from the last mentioned capped rebar (Wattier)); thence continue North 41°-16'-02" West along said City of Mobile property a distance of 170.96 feet to a capped rebar (illegible); thence run South 58°-18'-58" West along said City of Mobile property a distance of 60.00 feet to a capped rebar (Wattier); thence run South 77°-48'-58" West along said City of Mobile property a distance of 135.00 feet to a capped rebar (Wattier); thence run South 55°-18'-58" West along said City of Mobile property a distance of 160.00 feet to a capped rebar (Wattier); thence run North 89°-11'-02" West along said City of Mobile property a distance of 275.00 feet to a capped rebar (Wattier); thence run South 85°-18'-58" West along said City of Mobile property a distance of 240.00 feet to a capped rebar; thence run northwardly, westwardly, and southwardly along said City of Mobile property and along the arc of a curve to the left (having a delta of 180°-00'-00", a radius of 30.00 feet; a chord bearing of South 63°-18'-58" West, and a chord length of 60.00 feet) an arc distance of 94.25 feet to a capped rebar (Wattier); thence run South

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feet to the Point of Beginning. The described parcel contains 7.89 acres, more or less.

The staff of the Board recommends that the Board of Commissioners adopt a resolution which will authorize the Chief Executive Officer to execute the attached recreational easement (Titled – Easement for Recreational Purpose), in substantially the form indicated, granting the City of Mobile an easement for Trailhead and secondary looped path as set forth above.

RESOLUTION

WHEREAS, the City of Mobile has developed and adopted a City-wide plan for greenway, recreational, trail, park and land preservation areas along various creeks, floodplains and other areas in the City of Mobile. One of the locations in the Plan is located at the Roger Williams Housing Development site at Three-Mile Creek near St. Stephens Road;

WHEREAS, by Resolution 2016-37, the Board of Commissioners granted the City of Mobile a Recreational Easement for a Bike Path to be located on the Roger Williams Housing Development site at Three-Mile Creek and St. Stephens Road;

WHEREAS, the City has continued to improve its City-wide plan for greenway, recreational, trail, park and land preservation areas along various creeks, floodplains and other areas in the City of Mobile and desires to improve the Plan as it relates to the location at the Roger Williams Housing Development site at Three-Mile Creek near St. Stephens Road by adding a Trailhead and secondary looped path;

WHEREAS, the Property to be included in the Trialhead and secondary looped path is located on Three-Mile Creek near St. Stephens Road and is more particularly described as follows:

Beginning at the westernmost corner of the Recreation Easement recorded in Instrument 2017028216 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run South 37°-36'-08" East along the west line of said Recreation Easement a distance of 79 feet, more or less, to the north edge of water of Three Mile Creek; thence run southwestwardly along said edge of water a distance of 107 feet, more or less, to the east right-of-way line of St. Stephens Road (variable r/w); thence run North 37°-36'-08" West along said right-of-way line a distance of 127 feet, more or less, to a capped rebar (Wattier); thence run North 32°-39'-33" East along said right-of-way line a distance of 41.10 feet to a concrete monument; thence run North 35°-30'-30" West along said right-of-way line a distance of 22.31 feet; thence run South 79°-57'-06" East a distance of 97.23 feet; thence run South 37°-36'-08" East a distance of 29.76 feet to the Point of Beginning. The described parcel contains 0.34 acre, more or less.

Beginning at the northernmost corner of the Recreation Easement described in Instrument 2017028216 of the records in the office of the Judge of Probate, Mobile County, Alabama, said point being on a property line of property owned by The City of Mobile and described in Real Property Book 998, Page 987 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run South 68°-15'-14" West along the north line of said Recreation Easement a distance of 55.11 feet; thence run North 24°-08'20" West a distance of 244.31 feet ; thence run North 17°-59'-14" East a distance of 291.97 feet; thence run North 64°-08'-02" East a distance of 417.06 feet; thence run South 76°-49'-45" East a distance of 185.92 feet; thence run North 57°-17'-00" East a distance of 522.18 feet to the west right-of-way line of Dr. Martin Luther King Jr. Avenue (variable r/w); thence run South 33°-12'-35" East along said west right-of-way line a distance of 46.32 feet to a nail & disk (Wattier); thence run South 34°-35'-20" East along said west right-of-way line a distance of 453.29 feet to a capped rebar (Wattier); thence continue South 34°-35'-20" East along said west right-of-way line a distance of 7 feet, more or less, to the north edge of water of Three Mile Creek; thence run westwardly along the meanderings of said north edge of water a distance of 113 feet, more or less, to said City of Mobile property; thence run North 41°-16'-02" West along said City of Mobile property a distance of 11 feet, more or less, to a capped rebar (Wattier) (said capped rebar being South 64°-35'-25" West 113.96 feet from the last mentioned capped rebar (Wattier)); thence continue North 41°-16'-02" West along said City of Mobile property a distance of 170.96 feet to a capped rebar (illegible); thence run South 58°-18'-58" West along said City of Mobile property a distance of 60.00 feet to a capped rebar (Wattier); thence run South 77°-48'-58" West along said City of Mobile property a distance of 135.00 feet to a capped rebar (Wattier); thence run South 55°-18'-58" West along said City of Mobile property a distance of 160.00 feet to a capped rebar (Wattier); thence run North 89°-11'-02" West along said City of Mobile property a distance of 275.00 feet to a capped rebar (Wattier); thence run South 85°-18'-58" West along said City of Mobile property a distance of 240.00 feet to a capped rebar; thence run northwardly, westwardly, and southwardly along said City of Mobile property and along the arc of a curve to the left (having a delta of 180°-00'-00", a radius of 30.00 feet; a chord bearing of South 63°-18'-58" West, and a chord length of 60.00 feet) an arc distance of 94.25 feet to a capped rebar (Wattier); thence run South

54°-48'-58" West along said City of Mobile property a distance of 190.00 feet to a capped rebar (Wattier); thence run South 56°-41'-02" East along said City of Mobile property a distance of 84.50 feet to a capped rebar (Wattier); thence run South 05°-11'-02" East along said City of Mobile property a distance of 100.00 feet to a capped rebar (Wattier); thence run North 84°-41'-02" West along said City of Mobile property a distance of 60.00 feet; thence run South 21°-48'-58" West along said City of Mobile property a distance of 103.00 feet to a capped rebar; thence run South 60°-41'-02" East along said City of Mobile property a distance of 62.30

feet to the Point of Beginning. The described parcel contains 7.89 acres, more or less.

WHEREAS, the staff of the Board recommends that the Board of Commissioners adopt a resolution which will authorize the Chief Executive Officer to execute the attached recreational easement (titled – Easement for Recreational Purpose), in substantially the form indicated, granting the City of Mobile an easement for Trailhead and secondary looped path as set forth above.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE MOBILE HOUSING AUTHORITY ("MHA") THAT:

1. The Chief Executive Officer is authorized to execute and deliver the Recreational Easement (Titled – Easement for Recreational Purpose) substantially in the form set forth and attached hereto.

2. The Chief Executive Officer and appropriate members of the staff are hereby authorized to take such further actions as may be necessary or advisable in order to carry into effect the intent of the foregoing resolution as deemed in the best interest of MHA, without further vote or approval of this Board.

Carlos Gant, Chairman

Secretary of the Board and
Chief Executive Officer, Michael E. Pierce



AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

Director Lawrence Battiste, Public Safety

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), in the amount of $804,143.44 for the FY23 Port Security Grant Program. There is a 25% local match requirement.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds $804,143.44 **Matching Funds** $201,035.86

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	4/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Grants Management	Levy, Tiffany	Approved	4/26/2023 - 5:19 PM
Legal	Kern, Chris	Approved	4/27/2023 - 11:19 AM
Legal	Kern, Chris	Approved	4/27/2023 - 11:20 AM
Mayors Office	Montgomery, Brandi	Approved	4/27/2023 - 3:30 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), a Notice of Award and Memorandum of Agreement for grant assistance in the amount of $804,143.44 for the Department of Homeland Security's FY 2023 Port Security Grant Program.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the U. S. Department of Homeland Security and any other federal agency.

BE IT FURTHER RESOLVED that the Council authorizes the expenditure of 25% matching funds in the amount of $201,035.86 in the event this grant is received in full.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

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 Barbera Burrell, as parent and natural guardian for LaKerria James

Amount of Contract:
n/a

Effective Date of Contract:
5/9/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Burrell

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 - Burrell	Resolution Letter	4/27/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	4/27/2023 - 12:31 PM
			4/27/2023 -

Legal	Monteiro, Cherlina	Approved	12:53 PM
Mayors Office	Montgomery, Brandi	Approved	4/27/2023 - 3:34 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 Barbera Burrell, as parent and natural guardian for LaKerria James, 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

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

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 Myra Edwards

Amount of Contract:
n/a

Effective Date of Contract:
5/9/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - M Edwards

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 - M Edwards	Resolution Letter	4/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	4/26/2023 - 10:04 AM 4/26/2023 - 2:19

Legal	Monteiro, Cherlina	Approved	4/27/2023 - 3:34 PM
Mayors Office	Montgomery, Brandi	Approved	4/27/2023 - 3:34 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 Myra Edwards, 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

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AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

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 Terry D. James

Amount of Contract:
n/a

Effective Date of Contract:
5/9/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - T James

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 - T James	Resolution Letter	4/27/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	4/27/2023 - 12:35 PM

Legal	Monteiro, Cherlina	Approved	12:55 PM
Mayors Office	Montgomery, Brandi	Approved	4/27/2023 - 3:34 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 Terry D. James, 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

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AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

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	5/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/2/2023 - 8:29 AM

2023

RESOLUTION DECLARING THAT THE PUBLIC GOOD REQUIRES THAT CERTAIN TERRITORY SHALL BE BROUGHT WITHIN THE LIMITS OF THE CITY OF MOBILE PURSUANT TO AND IN ACCORDANCE WITH TITLE 11, CHAPTER 42, ARTICLE 3 OF THE CODE OF ALABAMA (KINGS BRANCH AREA)

Sponsored by Mayor William S. Stimpson

WHEREAS, Section 11-42-40 of the *Code of Alabama* provides that any City having a population of 25,000 or more, as shown by the last federal census, may extend its corporate limits in the manner and with the rights, powers, and privileges set forth in Title 11, Chapter 42, Article 3; and,

WHEREAS, Section 11-42-41 of the *Code of Alabama* provides that the City Council may pass a resolution to the effect that the public health or public good requires that certain territory described in the resolution shall be brought within the limits of the City; and,

WHEREAS, § 11-42-43 of the *Code of Alabama* provides that upon passage of such a resolution by the Council and certification by the Mayor, the Judge of Probate must make and enter an order directing and ordering an election to be held by the qualified electors residing within the territory proposed to be brought within the limits of the City; and,

WHEREAS, § 11-42-47 of the *Code of Alabama* provides that each qualified voter who has resided within the boundaries of the territory proposed to be brought into the City for three months next preceding the election may vote at such election; and,

WHEREAS, a large number of qualified voters who reside within the boundaries of the territory described below have evidenced their desire to have such territory brought within the boundaries of the City of Mobile; and,

WHEREAS, the City Council of the City of Mobile desires to take the appropriate action so that the voice of these residents is given effect by passing this resolution (the "Resolution") allowing these residents an opportunity to vote on the question of whether they desire for such territory to be brought within the boundaries of the City of Mobile, and so as to provide for the future economic well-being of these residents as well as all persons residing within the metropolitan Mobile area.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF MOBILE, THAT:

1. The public good requires that the following described territory shall be brought within the limits of the City of Mobile:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 2 WEST, AS SHOWN ON THE RECORD PLAT OF STEINER ESTATES, MAP BOOK 68, PAGE 42 OF THE MOBILE COUNTY PROBATE COURT RECORDS, SAID POINT BEING SITUATED ON THE EXISTING MOBILE CITY LIMITS; THENCE RUN WEST ALONG THE EXISTING MOBILE CITY LIMITS, 5360 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE DEPARTING SAID MOBILE CITY LIMITS RUN WEST 110 FEET, MORE OR LESS TO THE SOUTHWEST CORNER OF CHARMINGDALE WEST SUBDIVISION; THENCE RUN NORTH 1730 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF LOT 1 CHARMINGDALE SUBDIVISION; THENCE RUN EAST 210 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE RUN NORTH ALONG THE WEST RIGHT-OF-WAY LINE OF CHARMINGDALE DRIVE WEST 166 FEET, MORE OR LESS, TO A POINT; THENCE RUN EASTWARDLY 60 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF CHARMINGDALE DRIVE WEST; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF

CHARMINGDALE DRIVE WEST AND CONTINUATION THEREOF RUN NORTHWARDLY 163 FEET, MORE OR LESS TO THE NORTH RIGHT-OF-WAY LINE OF MOFFETT ROAD; THENCE RUN NORTHWESTWARDLY ALONG THE NORTH RIGHT-OF-WAY LINE OF MOFFETT ROAD, 257 FEET, MORE OR LESS TO THE EAST RIGHT-OF-WAY LINE OF CHING DAIRY ROAD; THENCE RUN NORTH ALONG EAST RIGHT-OF-WAY LINE, 3820 FEET, MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 15, CHING DAIRY ROAD ESTATES, AS RECORDED IN MAP BOOK 23, PAGE 91 IN THE RECORDS OF THE MOBILE COUNTY PROBATE COURT; SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF ROSE CHING DRIVE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF ROSE CHING DRIVE, RUN EASTWARDLY 152 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 15, CHING DAIRY ROAD ESTATES; THENCE ALONG THE EAST BOUNDARY OF SAID LOT 15, CHING DAIRY ROAD ESTATES, RUN NORTHWARDLY 182 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF REMINGTON ESTATES UNIT ONE PART "A" AS RECORDED IN MAP BOOK 59, PAGE 36 IN THE RECORDS OF THE MOBILE COUNTY PROBATE COURT; THENCE RUN WEST 170 FEET, MORE OR LESS, TO A POINT ON THE SAID EAST RIGHT-OF-WAY LINE OF CHING DAIRY ROAD; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE OF CHING DAIRY ROAD, RUN NORTHWARDLY 1961 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF PARCEL "A", REMINGTON CORRECTED PLAT AS RECORDED IN MAP BOOK 46, PAGE 122 IN THE RECORDS OF THE MOBILE COUNTY PROBATE COURT; THENCE ALONG THE SOUTH LINE OF SAID PARCEL "A", REMINGTON CORRECTED PLAT, RUN EASTWARDLY 191 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID PARCEL "A", REMINGTON CORRECTED PLAT; THENCE ALONG THE EAST LINE OF SAID PARCEL "A", REMINGTON CORRECTED PLAT, RUN NORTHWARDLY, 116 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 24 OF SAID REMINGTON CORRECTED PLAT; THENCE ALONG THE SOUTH LINE OF SAID LOT 24, REMINGTON CORRECTED PLAT, RUN EASTWARDLY 205 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF REMINGTON COURT; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF REMINGTON COURT, RUN NORTHWARDLY 167 FEET TO A POINT ON THE SOUTH LINE OF LOT 22 OF SAID REMINGTON CORRECTED PLAT; THENCE ALONG SAID SOUTH LINE OF LOT 22, REMINGTON CORRECTED PLAT, RUN NORTHWESTWARDLY 113 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 22, REMINGTON CORRECTED PLAT, THENCE ALONG THE WEST LINE OF SAID LOT 22, REMINGTON CORRECTED PLAT, RUN NORTHWARDLY 102 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 22, REMINGTON CORRECTED PLAT; THENCE ALONG THE NORTH LINE OF

SAID REMINGTON CORRECTED PLAT, RUN EASTWARDLY 1257 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 2 WEST; THENCE RUN EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER 1307 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SAID SECTION 20; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 20, RUN SOUHWARDLY 521 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHEASTWARDLY AND ALONG THE NORTH BOUNDARY OF KINGS BRANCH SUBDIVISION, PHASE TWO, UNIT THREE AS PER PLAT RECORDED IN INSTRUMENT NO. 2020019996 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABMA, AND ALONG THE NORTH BOUNDARY OF KINGS BRANCH SUBDIVISION, PHASE TWO, UNIT TWO, AS PER PLAT RECORDED IN MAP BOOK 122, PAGE 84 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, A DISTANCE OF 3064 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID SECTION 20; THENCE ALONG THE EAST LINE OF SAID SECTION 20, RUN SOUTHWARDLY 813 FEET, MORE OR LESS, TO THE NORTH LINE OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 2 WEST; THENCE RUN EAST, 2640 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 28, TOWNSHIP 3 SOUTH, RANGE 2 WEST; THENCE RUN SOUTH, 1335 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE ALONG THE NORTH LINE OF SAID SECTION 28, RUN EAST 2180 FEET, MORE OR LESS TO A POINT; THENCE RUN SOUTH 215 FEET, MORE OR LESS TO A POINT; THENCE RUN EAST 55 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTH 211 FEET, MORE OR LESS, TO A POINT; THENCE RUN EAST 380 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF JARRETT ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF JARRETT ROAD, RUN SOUTH 3576 FEET, MORE OR LESS, TO THE NORTH LINE OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 2 WEST; SAID POINT BEING SITUATED ON THE EXISTING MOBILE CITY LIMITS; THENCE ALONG SAID NORTH LINE OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE EXISTING MOBILE CITY LIMITS, RUN WEST, 5253 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

A map depicting this area is attached hereto and incorporated herein. In the event of a conflict between the attached map and the written description of the territory described above, the depiction of the territory on the attached map shall control and be given effect.

2. The Mayor of the City of Mobile is authorized and directed to certify and deliver a copy of this Resolution with the attached map to the Judge of Probate for Mobile County pursuant to and in accordance with § 11-42-42 of the Code of Alabama.

3. If the majority of those persons voting in such an election vote in favor of the above-described territory being brought within the corporate limits of the City of Mobile, then all of such territory, and all property having a situs within such territory, shall be exempt from City ad valorem taxation or the payment of ad valorem taxes to the City for a period of ten (10) years from the time when such territory is brought within the corporate limits of the City, all as provided by § 11-42-57 of the *Code of Alabama*; except that, from time to time after the lapse of five (5) years from the time when such territory is brought within the corporate limits of the City, all portions of such territory as has residing on it a population of at least twenty (20) persons on a contiguous ten (10) acres of land and all property having a situs on such populated territory shall thereafter be subject to ad valorem taxation by the City and ad valorem taxes thereon shall thereafter be paid to the City, all as provided by § 11-42-58 of the *Code of Alabama*.

4. Pursuant to § 11-42-83 of the *Code of Alabama*, every person, firm, company or corporation engaged in or carrying on any business, vocation, occupation or profession in the territory brought within the corporate limits of the City pursuant to this Resolution shall be exempt from the City's gross receipts business license tax with respect to gross receipts received from the business, vocation, occupation, or profession engaged in or carried on in such territory for so long as the territory is exempt from City taxation under the provisions of this Resolution; provided, however, that a business license tax shall be

assessed and collected from each such person, firm, company or corporation in proportion to the capital employed within the territory exempt from City taxation in such trade, business, vocation, occupation or profession, including the value of the land with improvements thereon, used in such trade, business, vocation, or occupation and shall not exceed $2.00 per $1,000.00 where the capital employed does not exceed $100,000.00, and shall not exceed $1.00 per $1,000.00 on the excess of capital employed over $100,000.00 up to $200,000.00, and shall not exceed $.50 per $1,000.00 on the excess of the capital employed over $200,000.00 up to $300,000.00, and shall not exceed $.25 per $1,000.00 on the excess of capital employed over $300,000.00; provided, however, that if no capital is employed or where the capital employed is less than $1,000.00, there shall be no privilege or license tax assessed and collected. At such time as such territory is no longer exempt from City taxation under the provisions of Title 11, Chapter 42, Article 3 of the *Code of Alabama*, the then existing City gross receipts business license tax shall be annually assessed and collected from each and every such person, firm, company or corporation engaging in or carrying on any business, vocation, occupation or profession in the territory formerly exempt from City taxation.

5. This Resolution is passed under the provisions of Title 11, Chapter 42, Article 3, of the *Code of Alabama*.

Adopted:

_____

CITY CLERK

CERTIFICATION OF RESOLUTION BY MAYOR

I, William S. Stimpson, Mayor of the City of Mobile, do hereby certify that this is a true and correct copy of the Resolution adopted by the City Council of the City of Mobile at its regular meeting of _____, 2023, and, as Mayor, I do hereby request that the Judge of Probate of Mobile County enter an Order within ten (10) days of the filing of this Resolution ordering an election to be held by the qualified electors residing in the territory described in this Resolution not less than twenty (20) days nor more than forty (40) days from the date of making of the Order, all as provided by § 11-42-43 of the *Code of Alabama*.

So certified this _____ day of _____, 2023.

_____
WILLIAM S. STIMPSON
MAYOR
CITY OF MOBILE

STATE OF ALABAMA *

COUNTY OF MOBILE *

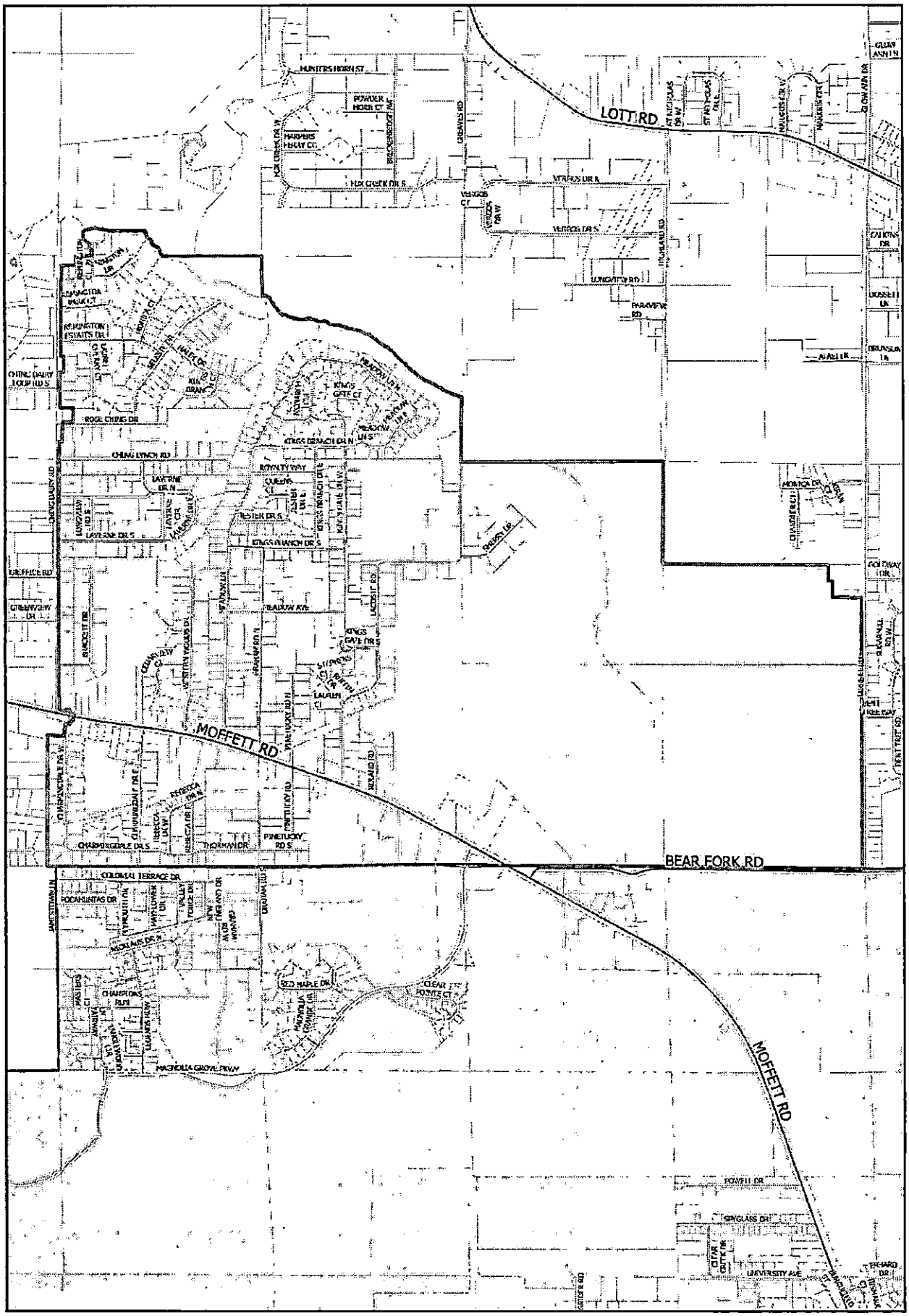
Sworn to and subscribed before me this ____ day of _____, 2023.

_____
NOTARY PUBLIC
My Commission expires: _____

Kings Branch Area

Kings Branch Area
Mobile Corporate Limits

Print Date: 5/1/2023



AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

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	5/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/2/2023 - 8:30 AM

2023

RESOLUTION DECLARING THAT THE PUBLIC GOOD REQUIRES THAT CERTAIN TERRITORY SHALL BE BROUGHT WITHIN THE LIMITS OF THE CITY OF MOBILE PURSUANT TO AND IN ACCORDANCE WITH TITLE 11, CHAPTER 42, ARTICLE 3 OF THE CODE OF ALABAMA (ORCHARD ESTATES AREA)

Sponsored by Mayor William S. Stimpson

WHEREAS, Section 11-42-40 of the *Code of Alabama* provides that any City having a population of 25,000 or more, as shown by the last federal census, may extend its corporate limits in the manner and with the rights, powers, and privileges set forth in Title 11, Chapter 42, Article 3; and,

WHEREAS, Section 11-42-41 of the *Code of Alabama* provides that the City Council may pass a resolution to the effect that the public health or public good requires that certain territory described in the resolution shall be brought within the limits of the City; and,

WHEREAS, § 11-42-43 of the *Code of Alabama* provides that upon passage of such a resolution by the Council and certification by the Mayor, the Judge of Probate must make and enter an order directing and ordering an election to be held by the qualified electors residing within the territory proposed to be brought within the limits of the City; and,

WHEREAS, § 11-42-47 of the *Code of Alabama* provides that each qualified voter who has resided within the boundaries of the territory proposed to be brought into the City for three months next preceding the election may vote at such election; and,

WHEREAS, a large number of qualified voters who reside within the boundaries of the territory described below have evidenced their desire to have such territory brought within the boundaries of the City of Mobile; and,

WHEREAS, the City Council of the City of Mobile desires to take the appropriate action so that the voice of these residents is given effect by passing this resolution (the "Resolution") allowing these residents an opportunity to vote on the question of whether they desire for such territory to be brought within the boundaries of the City of Mobile, and so as to provide for the future economic well-being of these residents as well as all persons residing within the metropolitan Mobile area.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF MOBILE, THAT:

1. The public good requires that the following described territory shall be brought within the limits of the City of Mobile:

BEGINNING AT THE NORTHEAST CORNER OF LOT 43 ORCHARD ESTATES (MAP BOOK 11 PAGE 12, MOBILE COUNTY PROBATE COURT RECORDS), SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF CODY ROAD; THENCE RUN EAST, 23 FEET TO A POINT ON THE WEST LINE OF THE MOBILE CITY LIMITS, THENCE RUN SOUTH ALONG THE PRESENT MOBILE CITY LIMITS, 5300 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE RUN WEST, 2800 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 SOUTH RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH, 2600 FEET, MORE OR LESS TO THE NORTH RIGHT OF WAY LINE OF ZEIGLER BOULEVARD AND THE EAST LINE OF LOT 4, CENTRAL INDUSTRIAL PARK (MAP BOOK 34, PAGE 34, MOBILE COUNTY PROBATE COURT RECORDS); THENCE RUN WEST ALONG THE NORTH RIGHT OF WAY LINE OF ZEIGLER BOULEVARD, 2100 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 2B, ZEIGLER CORNERS, PHASE 2, RESUBDIVISION OF LOT 2 (MAP BOOK 131 PAGE 44, MOBILE COUNTY PROBATE COURT RECORDS); THENCE RUN NORTH, 815 FEET, MORE OR LESS; THENCE RUN WEST, 755 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY LINE OF SCHILLINGER ROAD; THENCE RUN SOUTH ALONG THE WEST RIGHT OF WAY LINE OF SCHILLINGER ROAD, 603 FEET, MORE OR LESS, TO THE NORTH LINE OF LOT 1, WESTERN COMMERCIAL

PARK (UNRECORDED PLAT BY NEAL GIBSON & ASSOCIATES DATED 06/23/73); THENCE RUN WEST, 1320 FEET, MORE OR LESS, TO THE WEST LINE OF LOT 14 OF SAID WESTERN COMMERCIAL PARK; THENCE RUN SOUTH, 860 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF LOT 2, FAITH ACADEMY ATHLETIC COMPLEX (MAP BOOK 119, PAGE 115, MOBILE COUNTY PROBATE COURT RECORDS); THENCE DEPARTING THE AFOREMENTIONED WEST LINE OF THE MOBILE CITY LIMITS, RUN WEST, 420 FEET, MORE OR LESS; THENCE RUN NORTH ALONG THE WEST LINE OF FAITH ACADEMY ATHLETIC COMPLEX AND THE CONTINUATION THEREOF, 560 FEET, MORE OR LESS, TO THE NORTH RIGHT OF WAY LINE OF ZEIGLER BOULEVARD; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF ZEIGLER BOULEVARD, RUN WEST, 250 FEET, MORE OR LESS, TO THE EAST LINE OF LOT 1, PRENTISS FAMILY DIVISION (MAP BOOK 107, PAGE 11, MOBILE COUNTY PROBATE COURT RECORDS); THENCE RUN NORTH, 2630 FEET, MORE OR LESS; THENCE RUN EAST, 665 FEET, MORE OR LESS, TO THE WEST LINE OF SCHILLINGER ROAD COMMERCIAL PARK (MAP BOOK 29, PAGE 90, MOBILE COUNTY PROBATE COURT RECORDS); THENCE RUN NORTH ALONG THE WEST LINE OF SAID COMMERCIAL PARK AND THE CONTINUATION THEREOF, 1320 FEET, MORE OR LESS; THENCE RUN EAST, 670 FEET, MORE OR LESS, TO A POINT THAT IS 611 FEET, MORE OR LESS, WEST OF SCHILLINGER ROAD NORTH; THENCE RUN NORTH, 673 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF HOWELLS FERRY ROAD; THENCE RUN SOUTHEASTWARDLY ALONG SAID RIGHT OF WAY, 380 FEET, MORE OR LESS; THENCE RUN NORTHEASTWARDLY, 80 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF HOWELLS FERRY ROAD; THENCE RUN NORTH, 350 FEET, MORE OR LESS; THENCE RUN NORTHWESTWARDLY, 150 FEET, MORE OR LESS; THENCE RUN NORTH, 300 FEET, MORE OR LESS; THENCE RUN EAST, 215 FEET, MORE OR LESS; THENCE RUN NORTH, 206 FEET, MORE OR LESS; THENCE RUN EAST, 303 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT OF WAY LINE OF SCHILLINGER ROAD; THENCE RUN NORTH ALONG SAID EAST RIGHT OF WAY LINE, 4296 FEET, MORE OR LESS, TO A POINT ON THE NORTH BOUNDARY OF WESTERN PARK, INC. SUBDIVISION (MAP BOOK 80, PAGE 79, MOBILE COUNTY PROBATE COURT RECORDS); THENCE ALONG SAID NORTH BOUNDARY OF WESTERN PARK, INC. SUBDIVISION, RUN EAST, 1389 FEET, MORE OR LESS TO THE EXISTING MOBILE CITY LIMITS; THENCE RUN SOUTH ALONG SAID CITY LIMITS, 4205 FEET, MORE OR LESS; THENCE CONTINUE EAST ALONG SAID CITY LIMITS, 2800 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF CAMELLIA TRAIL SUBDIVISION (MAP BOOK 122, PAGE 1, MOBILE COUNTY PROBATE COURT RECORDS); THENCE CONTINUE ALONG SAID EXISTING MOBILE CITY LIMITS RUN NORTH, 2650 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 31 ORCHARD ESTATES (MAP BOOK 11, PAGE 12, MOBILE COUNTY PROBATE COURT RECORDS); THENCE RUN EAST ALONG SAID EXISTING MOBILE CITY LIMITS, 1320 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

A map depicting this area is attached hereto and incorporated herein. In the event of a conflict between the attached map and the written description of the territory described above, the depiction of the territory on the attached map shall control and be given effect.

2. The Mayor of the City of Mobile is authorized and directed to certify and deliver a copy of this Resolution with the attached map to the Judge of Probate for Mobile County pursuant to and in accordance with § 11-42-42 of the Code of Alabama.

3. If the majority of those persons voting in such an election vote in favor of the above-described territory being brought within the corporate limits of the City of Mobile, then all of such territory, and all property having a situs within such territory, shall be exempt from City ad valorem taxation or the payment of ad valorem taxes to the City for a period of ten (10) years from the time when such territory is brought within the corporate limits of the City, all as provided by § 11-42-57 of the *Code of Alabama*; except that, from time to time after the lapse of five (5) years from the time when such territory is brought within the corporate limits of the City, all portions of such territory as has residing on it a population of at least twenty (20) persons on a contiguous ten (10) acres of land and all property having a situs on such populated territory shall thereafter be subject to ad valorem taxation by the City and ad valorem taxes thereon shall thereafter be paid to the City, all as provided by § 11-42-58 of the *Code of Alabama*.

4. Pursuant to § 11-42-83 of the *Code of Alabama*, every person, firm, company or corporation engaged in or carrying on any business, vocation, occupation or profession in the territory brought within the corporate limits of the City pursuant to this Resolution shall be exempt from the City's gross receipts business license tax with respect to gross receipts received from the business, vocation, occupation, or profession engaged in or carried on in such territory for so long as the territory is exempt from City taxation under the provisions of this Resolution; provided, however, that a business license tax shall be

assessed and collected from each such person, firm, company or corporation in proportion to the capital employed within the territory exempt from City taxation in such trade, business, vocation, occupation or profession, including the value of the land with improvements thereon, used in such trade, business, vocation, or occupation and shall not exceed $2.00 per $1,000.00 where the capital employed does not exceed $100,000.00, and shall not exceed $1.00 per $1,000.00 on the excess of capital employed over $100,000.00 up to $200,000.00, and shall not exceed $.50 per $1,000.00 on the excess of the capital employed over $200,000.00 up to $300,000.00, and shall not exceed $.25 per $1,000.00 on the excess of capital employed over $300,000.00; provided, however, that if no capital is employed or where the capital employed is less than $1,000.00, there shall be no privilege or license tax assessed and collected. At such time as such territory is no longer exempt from City taxation under the provisions of Title 11, Chapter 42, Article 3 of the *Code of Alabama*, the then existing City gross receipts business license tax shall be annually assessed and collected from each and every such person, firm, company or corporation engaging in or carrying on any business, vocation, occupation or profession in the territory formerly exempt from City taxation.

5. This Resolution is passed under the provisions of Title 11, Chapter 42, Article 3, of the *Code of Alabama*.

Adopted:

_____

CITY CLERK

CERTIFICATION OF RESOLUTION BY MAYOR

I, William S. Stimpson, Mayor of the City of Mobile, do hereby certify that this is a true and correct copy of the Resolution adopted by the City Council of the City of Mobile at its regular meeting of _____, 2023, and, as Mayor, I do hereby request that the Judge of Probate of Mobile County enter an Order within ten (10) days of the filing of this Resolution ordering an election to be held by the qualified electors residing in the territory described in this Resolution not less than twenty (20) days nor more than forty (40) days from the date of making of the Order, all as provided by § 11-42-43 of the *Code of Alabama*.

So certified this _____ day of _____, 2023.

_____
WILLIAM S. STIMPSON
MAYOR
CITY OF MOBILE

STATE OF ALABAMA *

COUNTY OF MOBILE *

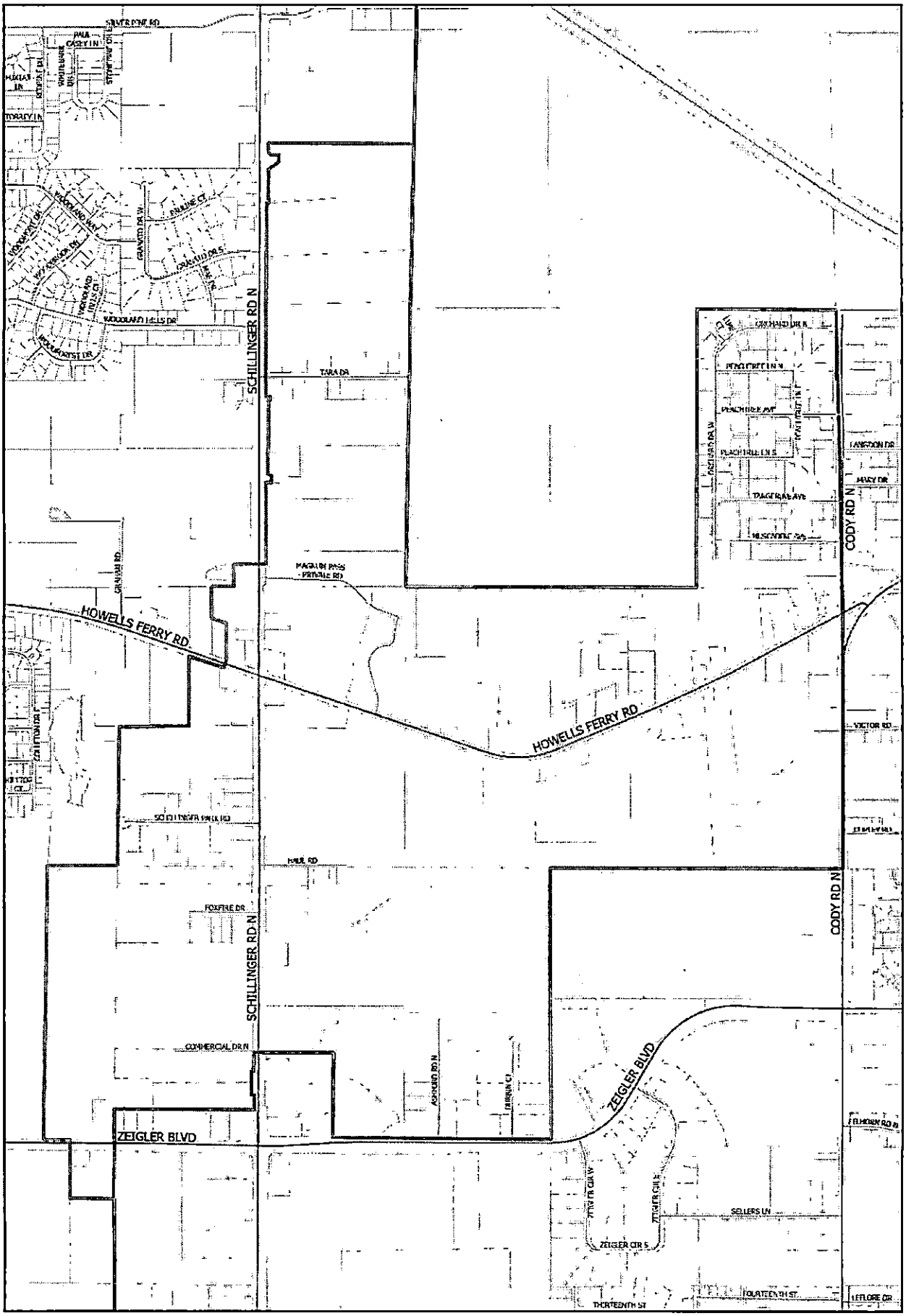
Sworn to and subscribed before me this ____ day of _____, 2023.

_____
NOTARY PUBLIC
My Commission expires: _____

Orchard Estates Area

Orchard Estates Area
Mobile Corporate Limits

Print Date: 5/1/2023



AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

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	5/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/2/2023 - 8:31 AM

2023

RESOLUTION DECLARING THAT THE PUBLIC GOOD REQUIRES THAT CERTAIN TERRITORY SHALL BE BROUGHT WITHIN THE LIMITS OF THE CITY OF MOBILE PURSUANT TO AND IN ACCORDANCE WITH TITLE 11, CHAPTER 42, ARTICLE 3 OF THE CODE OF ALABAMA (COTTAGE HILL CORRIDOR AREA)

Sponsored by Mayor William S. Stimpson

WHEREAS, Section 11-42-40 of the *Code of Alabama* provides that any City having a population of 25,000 or more, as shown by the last federal census, may extend its corporate limits in the manner and with the rights, powers, and privileges set forth in Title 11, Chapter 42, Article 3; and,

WHEREAS, Section 11-42-41 of the *Code of Alabama* provides that the City Council may pass a resolution to the effect that the public health or public good requires that certain territory described in the resolution shall be brought within the limits of the City; and,

WHEREAS, § 11-42-43 of the *Code of Alabama* provides that upon passage of such a resolution by the Council and certification by the Mayor, the Judge of Probate must make and enter an order directing and ordering an election to be held by the qualified electors residing within the territory proposed to be brought within the limits of the City; and,

WHEREAS, § 11-42-47 of the *Code of Alabama* provides that each qualified voter who has resided within the boundaries of the territory proposed to be brought into the City for three months next preceding the election may vote at such election; and,

WHEREAS, a large number of qualified voters who reside within the boundaries of the territory described below have evidenced their desire to have such territory brought within the boundaries of the City of Mobile; and,

WHEREAS, the City Council of the City of Mobile desires to take the appropriate action so that the voice of these residents is given effect by passing this resolution (the "Resolution") allowing these residents an opportunity to vote on the question of whether they desire for such territory to be brought within the boundaries of the City of Mobile, and so as to provide for the future economic well-being of these residents as well as all persons residing within the metropolitan Mobile area.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF MOBILE, THAT:

1. The public good requires that the following described territory shall be brought within the limits of the City of Mobile:

BEGINNING AT THE NORTHEAST CORNER OF LOT 41, BLOCK 6, HIGHLAND PARK (MAP BOOK 4, PAGE 380, MOBILE COUNTY PROBATE COURT); THENCE ALONG THE EXTENSION OF THE NORTH LINE OF SAID LOT 41, BLOCK 6, HIGHLAND PARK AND THE WEST LINE OF THE EXISTING MOBILE CITY LIMITS, RUN EASTWARDLY, 60 FEET, MORE OR LESS, TO THE EAST LINE OF SECTION 19, T4S-R2W; THENCE ALONG SAID EAST LINE OF SAID SECTION 19, T4S-R2W AND CONTINUING ALONG SAID WEST LINE OF THE EXISTING MOBILE CITY LIMITS, RUN SOUTHWARDLY, 3590 FEET, MORE OR LESS, TO A POINT; THENCE CONTINUING ALONG SAID WEST LINE OF THE EXISTING MOBILE CITY LIMITS, RUN WESTWARDLY 60 FEET, MORE OR LESS, TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PINE RUN ROAD AND THE WEST RIGHT OF WAY LINE OF CODY ROAD; SAID POINT BEING ON THE NORTH BOUNDARY OF LOT 1, COVENANT SUBDIVISION (MAP BOOK 60, PAGE 83, MOBILE COUNTY PROBATE COURT); THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF PINE RUN ROAD, SAID NORTH BOUNDARY OF LOT 1, COVENANT SUBDIVISION AND THE

CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN WESTWARDLY, 550 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 1, COVENANT SUBDIVISION; THENCE ALONG THE WEST LINE OF LOT 1, COVENANT SUBDIVISION AND SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN SOUTHWARDLY, 2400 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 1, COVENANT SUBDIVISION; THENCE ALONG THE SOUTH LINE OF SAID LOT 1, COVENANT SUBDIVISION AND ALONG SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN SOUTHEASTWARDLY, 953 FEET, MORE OR LESS, TO A POINT; THENCE ALONG SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN SOUTHWARDLY, 370 FEET, MORE OR LESS, TO A POINT; THENCE ALONG SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS AND ALONG THE SOUTH RIGHT OF WAY LINE OF HITT ROAD (VARIABLE R/W) RUN NORTHWESTWARDLY, 736 FEET, MORE OR LESS, TO A POINT; THENCE ALONG SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN SOUTHWARDLY, 495 FEET, MORE OR LESS, TO A POINT; THENCE ALONG SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN SOUTHEASTWARDLY, 80 FEET, MORE OR LESS TO A POINT; THENCE ALONG THE CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN SOUTHWARDLY, 1075 FEET, MORE OR LESS, TO A POINT; THENCE ALONG SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN EASTWARDLY, 679 FEET, MORE OR LESS, TO A POINT; THENCE ALONG SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN SOUTHWARDLY, 10,437 FEET, MORE OR LESS, TO A POINT ON THE EASTWARD EXTENSION OF THE NORTH LINE OF DARBY CREEK (MAP BOOK 67, PAGE 71, MOBILE COUNTY PROBATE COURT); THENCE ALONG SAID NORTH LINE OF DARBY CREEK AND SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN N 89°45'40" W, 480 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 14 OF SAID DARBY CREEK; THENCE ALONG SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN AS FOLLOWS: N 00°14'20" E, 45.00 FEET; N 89°45'40" W, 159.53 FEET; S 00°14'20" W, 45.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 14, DARBY CREEK; THENCE CONTINUING ALONG SAID NORTH LINE OF DARBY CREEK AND SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN N 89°45'40" W, 10.99 FEET TO THE NORTHWEST CORNER OF LOT 15 OF SAID DARBY CREEK; THENCE ALONG THE WEST LINE OF SAID DARBY CREEK AND SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN S 02°17'22" W, 36.03 FEET TO A POINT; THENCE ALONG SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN AS FOLLOWS: S 89°43'10" W, 60 FEET; S 02°17'22" W, 90 FEET; N 89°43'10" E, 60 FEET TO A POINT ON SAID WEST LINE OF DARBY CREEK; THENCE ALONG SAID WEST LINE OF

DARBY CREEK AND SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN AS FOLLOWS: S 01°27'57" W, 266.59 FEET; S 01°01'35" W, 80.84 FEET; S 00°07'02" W, 87.42 FEET; S 00°57'45" W, 115.08 FEET; S 01°36'24" W, 118.31 FEET; S 00°19'56" E, 264.37 FEET TO THE SOUTHWEST CORNER OF DARBY CREEK; THENCE ALONG THE SOUTH LINE OF DARBY CREEK AND SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN S 89°41'50" E, 666.3 FEET TO A POINT ON THE EAST LINE OF SECTION 7, T5S-R2W; THENCE ALONG SAID EAST LINE OF SECTION 7, T5S-R2W AND SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN SOUTHWARDLY, 2676 FEET, MORE OR LESS, TO A POINT; THENCE ALONG SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN AS FOLLOWS: WESTWARDLY, 2698 FEET, MORE OR LESS; NORTHWARDLY, 915 FEET, MORE OR LESS; WESTWARDLY, 1317 FEET, MORE OR LESS; SOUTHWARDLY, 666 FEET, MORE OR LESS; WESTWARDLY, 660 FEET, MORE OR LESS; SOUTHWARDLY, 645 FEET, MORE OR LESS; EASTWARDLY, 657 FEET, MORE OR LESS; SOUTHWARDLY, 678 FEET, MORE OR LESS; EASTWARDLY, 4026 FEET, MORE OR LESS; SOUTHWARDLY, 1339 FEET, MORE OR LESS TO A POINT ON THE SOUTH LINE OF SECTION 7, T5S-R2W; THENCE DEPARTING SAID EXISTING MOBILE CITY LIMITS, RUN WESTWARDLY ALONG SAID SOUTH LINE OF SECTION 7, T5S-R2W AND ALONG THE SOUTH LINE OF SECTION 12, T5S-R3W, A DISTANCE OF 7870 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT OF WAY LINE OF LEROY STEVENS ROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF LEROY STEVENS ROAD, RUN NORTHWARDLY, 2659 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12, T5S-R3W; THENCE ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 12, T5S-R3W, RUN EASTWARDLY, 2541 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT OF WAY LINE OF SCHILLINGER ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF SCHILLINGER ROAD, RUN NORTHWARDLY, 3324 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, T5S-R3W; THENCE ALONG SAID NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, T5S-R3W, RUN WESTWARDLY, 1250 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER OF SECTION 1, T5S-R3W; THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, T5S-R3W AND THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER OF SECTION 1, T5S-R3W, RUN

NORTHWARDLY, 1350 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, T5S-R3W; THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, T5S-R3W AND THE WESTWARD EXTENSION THEREOF, RUN WESTWARDLY, 1365 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT OF WAY LINE OF LEROY STEVENS ROAD; THENCE ALONG SAID LEROY STEVENS ROAD, RUN NORTHWARDLY, 45 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 4, STEVENS SUBDIVISION (MAP BOOK 22, PAGE 47, MOBILE COUNTY PROBATE COURT); THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 4, STEVENS SUBDIVISION, RUN NORTHWESTWARDLY, 255 FEET, MORE OR LESS, TO A POINT ON THE EAST BOUNDARY OF "TWIN LAKES", SECOND UNIT (MAP BOOK 27, PAGE 6, MOBILE COUNTY PROBATE COURT); THENCE ALONG SAID EAST BOUNDARY OF "TWIN LAKES", SECOND UNIT, RUN N 00°44'20"E, 229 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID "TWIN LAKES", SECOND UNIT; THENCE ALONG THE NORTH BOUNDARY OF SAID "TWIN LAKES", SECOND UNIT, RUN S 88°17'21"W 365.39 FEET TO A POINT ON THE EAST BOUNDARY OF "TWIN LAKES", FIRST UNIT (MAP BOOK 27, PAGE 5, MOBILE COUNTY PROBATE COURT); THENCE ALONG SAID EAST BOUNDARY OF "TWIN LAKES", FIRST UNIT, RUN N 00°18'10" W, 293 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN WESTWARDLY, 1983 FEET, MORE OR LESS, TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN NORTHWARDLY, 32 FEET, MORE OR LESS, TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN WESTWARDLY, 664 FEET, MORE OR LESS, TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN SOUTHWARDLY, 39 FEET, MORE OR LESS, TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN WESTWARDLY, 465 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD AND THE NORTHWARD EXTENSION OF THE WEST RIGHT OF WAY LINE OF D'IBERVILLE DRIVE NORTH; THENCE ALONG SAID NORTHWARD EXTENSION OF THE WEST RIGHT OF WAY LINE OF D'IBERVILE DRIVE NORTH AND ALONG THE WEST RIGHT OF WAY LINE OF D'IBERVILLE DRIVE NORTH, RUN S00°04°30"E, 221 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF RESUBDIVISION OF LOTS 22 & 23, D'IBERVILLE ESTATES (MAP BOOK 122, PAGE 79, MOBILE COUNTY PROBATE COURT); THENCE ALONG THE SOUTH BOUNDARY OF SAID

RESUBDIVISION OF LOTS 22 & 23, D'IBERVILLE ESTATES, RUN S89°12'28"W, 199.95 FEET TO A POINT ON THE EAST BOUNDARY OF LOT 1, DIX SUBDIVISION, RESUBDIVISION OF LOTS 1 AND 2 (MAP BOOK 112, PAGE 111, MOBILE COUNTY PROBATE COURT); THENCE ALONG SAID EAST LINE OF SAID LOT 1, DIX SUBDIVISION, RESUBDIVISION OF LOTS 1 AND 2, RUN S 00°04'30" E, 319 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 1, DIX SUBDIVISION, RESUBDIVISION OF LOTS 1 AND 2; THENCE ALONG THE SOUTH LINE OF SAID LOT 1, DIX SUBDIVISION, RESUBDIVISION OF LOTS 1 AND 2, RUN S 89°13'53" W, 824.55 FEET TO THE NORTHWEST CORNER OF LOT 1, COVINGTON SUBDIVISION (MAP BOOK 54, PAG E99, MOBILE COUNTY PROBATE COURT); SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF DAWES ROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF DAWES ROAD, RUN SOUTHWESTWARDLY, 22 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY, 110 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 1, DIX SUBDIVISION, UNIT THREE (MAP BOOK 121, PAGE 31, MOBILE COUNTY PROBATE COURT); THENCE ALONG THE SOUTH LINE OF SAID LOT 1, DIX SUBDIVISION, UNIT THREE, RUN S 89°36'44" W, 402.54 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, DIX SUBDIVISION, UNIT THREE; THENCE ALONG THE WEST LINE OF SAID LOT 1, DIX SUBDIVISION, UNIT THREE AND THE WEST LINE OF LOT 1, DIX SUBDIVISION, UNIT TWO, RESUBDIVISION OF AND ADDITION TO LOT 2, UNIT ONE (MAP BOOK 97, PAGE 4, MOBILE COUNTY PROBATE COURT), AND THE NORTHWARD EXTENSION THEREOF, RUN N 00°07'02" W, 618 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 1, DAWES POINT, UNIT ONE (MAP BOOK 27, PAGE 17, MOBILE COUNTY PROBATE COURT); SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N 89°58'10" W, 1315 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 72 OF SAID DAWES POINT, UNIT ONE; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN S 00°12'55" E, 11 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 5, FIELD BROOK – UNIT TWO, CORRECTION PLAT (MAP BOOK 80, PAGE 65, MOBILE COUNTY PROBATE COURT); THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN WESTWARDLY, 932 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 1, AZALEA HILLS CHRISTIAN CHURCH SUBDIVISION (MAP BOOK 113, PAGE 80, MOBILE COUNTY PROBATE COURT); THENCE ALONG THE EAST BOUNDARY OF SAID LOT 1, AZALEA HILLS CHRISTIAN CHURCH SUBDIVISION, RUN S 00°00'31" W 678.21 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, AZALEA HILLS CHRISTIAN CHURCH SUBDIVISION; THENCE ALONG THE

SOUTH BOUNDARY OF SAID LOT 1, AZALEA HILLS CHRISTIAN CHURCH SUBDIVISION, RUN AS FOLLOWS: N 89°54'49" W, 150.96 FEET; N 83°14'37" W, 75.54 FEET; S 89°54'49" W, 65.0 FEET; S 02°18'49" E 8.91 FEET; S 89°54'49" W, 109.04 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MCFARLAND ROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF MCFARLAND ROAD, RUN NORTHWARDLY, 48 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARADLY, 55 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 3, COTTAGE HILL PLACE (MAP BOOK 75, PAGE 78, MOBILE COUNTY PROBATE COURT); THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 3, COTTAGE HILL PLACE, RUN WESTWARDLY, 380 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 3, COTTAGE HILL PLACE; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 3, COTTAGE HILL PLACE, RUN NORTHWARDLY, 172 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 3, COTTAGE HILL PLACE; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 3, COTTAGE HILL PLACE, RUN EASTWARDLY, 131 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 1 OF SAID COTTAGE HILL PLACE; THENCE ALONG THE EAST BOUNDARY OF SAID LOT 1, COTTAGE HILL PLACE AND THE NORTHWARD EXTENSION THEREOF, RUN NORTHWARDLY, 531 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN WESTWARDLY, 134 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE PROPERTY NOW OR FORMERLY OF PRIMITIVE BAPTIST OF THE PRE-DESTINATION OF FAITH & ORDER; THENCE ALONG THE WEST BOUNDARY OF PROPERTY NOW OR FORMERLY OF PRIMITIVE BAPTIST OF THE PRE-DESTINATION OF FAITH & ORDER, RUN NORTHWARDLY 210 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF PROPERTY NOW OR FORMERLY OF PRIMITIVE BAPTIST OF THE PRE-DESTINATION OF FAITH & ORDER; THENCE ALONG THE NORTH BOUNDARY OF PROPERTY NOW OR FORMERLY OF PRIMITIVE BAPTIST OF THE PRE-DESTINATION OF FAITH & ORDER, RUN EASTWARDLY, 150 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF "HOWARD SHUMOCK ESTATES", UNIT TWO (MAP BOOK 45, PAGE 94, MOBILE COUNTY PROBATE COURT); THENCE ALONG THE WEST BOUNDARY OF SAID "HOWARD SHUMOCK ESTATES", UNIT TWO, RUN NORTH, 300 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF "HOWARD SHUMOCK ESTATES", UNIT TWO; THENCE ALONG THE NORTH BOUNDARY OF SAID "HOWARD SHUMOCK ESTATES", UNIT TWO, RUN N 89°55' E, 229.5 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MCFARLAND ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF MCFARLAND ROAD, RUN NORTHWARDLY, 1793 FEET, MORE OR LESS, TO THE NORTHEAST

CORNER OF LOT 1A, RESURVEY OF LOTS 1-4 OF LIVINGSTONE ESTATES CORRECTION PLAT (INSTRUMENT #2020057888, MOBILE COUNTY PROBATE COURT); THENCE RUN EASTWARDLY 112 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT OF WAY LINE OF MCFARLAND ROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF MCFARLAND ROAD, RUN NORTHWARDLY AND NORTHEASTWARDLY, A DISTANCE OF 160 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF JEFF HAMILTON ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF JEFF HAMILTON ROAD, RUN NORTHEASTWARDLY, 3936 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT OF WAY LINE OF DAWES ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF DAWES ROAD, RUN SOUTHWARDLY 319 FEET, MORE OR LESS, TO A POINT; THENCE RUN EASTWARDLY 90 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT OF WAY LINE OF DAWES ROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF DAWES ROAD, RUN NORTHWARDLY 214 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF CLARKE ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF CLARKE ROAD, RUN EASTWARDLY 68 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 60 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF CLARKE ROAD; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF CLARKE ROAD, RUN WESTWARDLY, 75 FEET, MORE OR LESS, TO A POINT ON THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF DAWES ROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF DAWES ROAD, RUN NORTHWARDLY 128 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF JEFF HAMILTON ROAD, AS WIDENED; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF JEFF HAMILTON ROAD, AS WIDENED, RUN NORTHEASTWARDLY, 507 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWESTWARDLY, 44 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF JEFF HAMILTON ROAD; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF JEFF HAMILTON ROAD, RUN SOUTHWESTWARDLY 163 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY, 114 FEET, MORE OR LESS, TO A POINT ON THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF DAWES ROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF DAWES ROAD, RUN NORTHEASTWARDLY, 3186 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF GRELOT ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF GRELOT ROAD, RUN EASTWARDLY 642 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 122 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF GRELOT ROAD; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF GRELOT ROAD, RUN WESTWARDLY 395 FEET, MORE OR LESS, TO A POINT ON

THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF DAWES ROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF DAWES ROAD, RUN NORTHEASTWARDLY 392 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWESTWARDLY 65 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF DAWES ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF DAWES ROAD, RUN SOUTHWESTWARDLY 273 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWESTWARDLY, 164 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT OF WAY LINE OF AIR TERMINAL ROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF AIR TERMINAL ROAD, RUN NORTHWARDLY, 5614 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AIRPORT BOULEVARD; THENCE RUN NORTHWESTWARDLY, 134 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF THE EXISTING MOBILE CITY LIMITS; THENCE ALONG SAID SOUTH LINE OF THE EXISTING MOBILE CIT LIMITS, RUN NORTHEASTWARDLY, 1512 FEET, MORE OR LESS, TO A POINT; THENCE CONTINUING ALONG SAID SOUTH LINE OF THE EXISTING MOBILE CITY LIMITS, RUN SOUTHWARDLY, 1024 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF WESTMINSTER ESTATES (MAP BOOK 23, PAGE 86, MOBILE COUNTY PROBATE COURT); THENCE ALONG THE NORTH BOUNDARY OF SAID WESTMINSTER AND CONTINUING ALONG SAID SOUTH LINE OF THE EXISTING MOBILE CITY LIMITS, RUN EASTWARDLY, 2015 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT OF WAY LINE OF DAWES ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF DAWES ROAD AND CONTINUING ALONG SAID SOUTH LINE OF THE EXISTING MOBILE CITY LIMITS, RUN SOUTHWESTWARDLY, 111 FEET, MORE OR LESS, TO A POINT; THENCE RUN EASTWARDLY AND ALONG THE SOUTH RIGHT OF WAY LINE OF OLD GOVERNMENT STREET ROAD AND CONTINUING ALONG SAID SOUTH LINE OF THE EXISTING MOBILE CITY LIMITS, RUN A DISTANCE OF 713 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 122, KIMBERLIN SUBDIVISION (MAP BOOK 13, PAGE 103, MOBILE COUNTY PROBATE COURT); THENCE ALONG THE EAST BOUNDARY OF SAID KIMBERLIN SUBDIVISION AND CONTINUING ALONG SAID SOUTH LINE OF THE EXISTING MOBILE CITY LIMITS, RUN S 00°00'18"W, 2554 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 155 OF SAID KIMBERLIN SUBDIVISION; SAID POINT BEING ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, T4S-R3W; THENCE ALONG SAID NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, T4S-R3W AND CONTINUING ALONG SAID SOUTH LINE OF THE EXISTING MOBILE CITY LIMITS, RUN EASTWARDLY, 1281 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT OF WAY LINE OF SCHILLINGER ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF SCHILLINGER ROAD AND

SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN SOUTHWARDLY, 17 FEET, MORE OR LESS, TO A POINT ON THE WESTWARD EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF HITT ROAD; THENCE ALONG SAID EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF HITT ROAD AND THE SAID SOUTH RIGHT OF WAY LINE OF HITT ROAD (AND SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS), RUN N 89°31'46" E, 1530 FEET, MORE OR LESS, TO A POINT; THENCE ALONG SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN NORTHWARDLY, 1335 FEET, MORE OR LESS, TO A POINT; THENCE ALONG THE CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN AS FOLLOWS: WESTWARDLY, 50 FEET, MORE OR LESS; NORTHWARDLY, 691 FEET, MORE OR LESS; EASTWARDLY, 40 FEET, MORE OR LESS; NORTHWARDLY 650 FEET, MORE OR LESS; EASTWARDLY 720 FEET, MORE OR LESS; NORTHWARDLY, 221 FEET, MORE OR LESS TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OLD GOVERNMENT STREET ROAD; THENCE RUN NORTHWARDLY, 50 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF OLD GOVERNMENT STREET ROAD; THENCE ALONG THE CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN AS FOLLOWS: NORTHWARDLY, 1079 FEET, MORE OR LESS; WESTWARDLY, 723 FEET, MORE OR LESS; NORTHWARDLY, 1337 FEET, MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 1, MILL CREEK (MAP BOOK 90, PAGE 18, MOBILE COUNTY PROBATE COURT); THENCE ALONG THE SOUTH LINE OF SAID LOT 1, MILL CREEK, THE SOUTH LINE OF LOT 1, MOORE FAMILY SUBDIVISION (MAP BOOK 49, PAGE 39, MOBILE COUNTY PROBATE COURT) AND SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN EASTWARDLY, 1399 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF WESTOVER, UNIT FOUR (MAP BOOK 66, PAGE 23, MOBILE COUNTY PROBATE COURT); THENCE ALONG THE BOUNDARY OF SAID WESTOVER, UNIT FOUR AND SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN AS FOLLOWS: N 01°40'00" E, 722.93 FEET; N 72°26'20" E, 300.03 FEET; N 01°40'00" E, 150.73 FEET; S 89°05'30" E, 371.55 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF PORTSIDE BOULEVARD; THENCE CONTINUING ALONG SAID EXISTING MOBILE CITY LIMITS, RUN EASTWARDLY, 51.4 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 1, WESTOVER, UNIT ONE (MAP BOOK 61, PAGE 100, MOBILE COUNTY PROBATE COURT); THENCE ALONG THE NORTH LINE OF SAID LOT 1, WESTOVER, UNIT ONE AND ALONG SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN AS FOLLOWS: S 89°08'30" E, 265 FEET; S 00°51'30" W, 52.86 FEET TO THE NORTHWEST CORNER OF LOT 4, WESTOVER, UNIT TWO (MAP BOOK 63, PAGE 111, MOBILE COUNTY PROBATE COURT); THENCE ALONG THE NORTH LINE OF SAID

WESTOVER, UNIT TWO AND ALONG SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN AS FOLLOWS: S 89°08'30" E, 425.00 FEET; S 00°51'30" W, 101.13 FEET TO THE NORTHWEST CORNER OF LOT 6, BLOCK 8 OF THE AFOREMENTIONED HIGHLAND PARK; THENCE ALONG THE NORTH LINE OF SAID LOT 6, BLOCK 8, HIGHLAND PARK AND THE EASTWARD EXTENSION THEREOF, AND ALONG SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN EASTWARDLY, 306 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT OF WAY LINE OF LAKEVIEW DRIVE; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF LAKEVIEW DRIVE AND ALONG SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN NORTHWARDLY, 253.1 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT "B", RESUBDIVISION OF LOTS 42 & 43, BLOCK 5, HIGHLAND PARK SUB (MAP BOOK 99, PAGE 76, MOBILE COUNTY PROBATE COURT); SAID POINT BEING A POINT ON THE ARC OF A 79.52 FOOT RADIUS CURVE CONCAVE NORTHWESTWARDLY; THENCE ALONG THE NORTH LINE OF SAID LOT "B", RESUBDIVISION OF LOTS 42 & 43, BLOCK 5, HIGHLAND PARK SUB AND ALONG SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 67.57 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH LINE OF LOT "B", RESUBDIVISION OF LOTS 42 & 43, BLOCK 5, HIGHLAND PARK SUB AND ALONG SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN EASTWARDLY, 144.09 FEET TO THE NORTHEAST CORNER OF SAID LOT "B", RESUBDIVISION OF LOTS 42 & 43, BLOCK 5, HIGHLAND PARK SUB; THENCE ALONG THE EAST LINE OF SAID LOT "B", RESUBDIVISION OF LOTS 42 & 43, BLOCK 5, HIGHLAND PARK SUB AND ALONG SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN SOUTHWARDLY, 93 FEET, MORE OR LESS, TO A POINT; THENCE ALONG SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN EASTWARDLY, 204 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 2, BLOCK 5 OF THE AFOREMENTIONED HIGHLAND PARK; SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF PARK AVENUE; THENCE ALONG SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN EASTWARDLY, 50 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT "A", ESCHOL PLACE (MAP BOOK 116, PAGE 29, MOBILE COUNTY PROBATE COURT); THENCE ALONG THE NORTH LINE OF SAID LOT "A", ESCHOL PLACE AND ALONG SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN N 89°29'28" E, 200 FEET TO THE NORTHEAST CORNER OF SAID LOT "A", ESCHOL PLACE; THENCE ALONG THE EAST LINE OF SAID LOT "A", ESCHOL PLACE AND ALONG SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN S 00°02'23" W, 100 FEET TO THE SOUTHEAST CORNER OF SAID LOT "A", ESCHOL PLACE; SAID POINT BEING THE SOUTHWEST

CORNER OF LOT 3, BLOCK 6 OF THE AFOREMENTIONED HIGHLAND PARK; THENCE ALONG THE SOUTH LINE OF SAID LOT 3, BLOCK 6, HIGHLAND PARK AND ALONG SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN EASTWARDLY, 34 FEET, MORE OR LESS, TO A POINT; THENCE ALONG SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN SOUTHWARDLY, 99 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF LOT 9 OF SAID BLOCK 6, HIGHLAND PARK; THENCE ALONG THE NORTH LINE OF SAID LOT 9, BLOCK 6, HIGHLAND PARK, THE NORTH LINE OF LOT 41 OF SAID BLOCK 6, HIGHLAND PARK AND ALONG SAID CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN EASTWARDLY, 334 FEET TO THE POINT OF BEGINNING.

A map depicting this area is attached hereto and incorporated herein. In the event of a conflict between the attached map and the written description of the territory described above, the depiction of the territory on the attached map shall control and be given effect.

2. The Mayor of the City of Mobile is authorized and directed to certify and deliver a copy of this Resolution with the attached map to the Judge of Probate for Mobile County pursuant to and in accordance with § 11-42-42 of the Code of Alabama.

3. If the majority of those persons voting in such an election vote in favor of the above-described territory being brought within the corporate limits of the City of Mobile, then all of such territory, and all property having a situs within such territory, shall be exempt from City ad valorem taxation or the payment of ad valorem taxes to the City for a period of ten (10) years from the time when such territory is brought within the corporate limits of the City, all as provided by § 11-42-57 of the *Code of Alabama*; except that, from time to time after the lapse of five (5) years from the time when such territory is brought within the corporate limits of the City, all portions of such territory as has residing on it a population of at least twenty (20) persons on a contiguous ten (10) acres of land and all

property having a situs on such populated territory shall thereafter be subject to ad valorem taxation by the City and ad valorem taxes thereon shall thereafter be paid to the City, all as provided by § 11-42-58 of the *Code of Alabama*.

4. Pursuant to § 11-42-83 of the *Code of Alabama*, every person, firm, company or corporation engaged in or carrying on any business, vocation, occupation or profession in the territory brought within the corporate limits of the City pursuant to this Resolution shall be exempt from the City's gross receipts business license tax with respect to gross receipts received from the business, vocation, occupation, or profession engaged in or carried on in such territory for so long as the territory is exempt from City taxation under the provisions of this Resolution; provided, however, that a business license tax shall be assessed and collected from each such person, firm, company or corporation in proportion to the capital employed within the territory exempt from City taxation in such trade, business, vocation, occupation or profession, including the value of the land with improvements thereon, used in such trade, business, vocation, or occupation and shall not exceed $2.00 per $1,000.00 where the capital employed does not exceed $100,000.00, and shall not exceed $1.00 per $1,000.00 on the excess of capital employed over $100,000.00 up to $200,000.00, and shall not exceed $.50 per $1,000.00 on the excess of the capital employed over $200,000.00 up to $300,000.00, and shall not exceed $.25 per $1,000.00 on the excess of capital employed over $300,000.00; provided, however, that if no capital is employed or where the capital employed is less than $1,000.00, there shall be no privilege or license tax assessed and collected. At such time as such territory is no longer exempt from City taxation under the provisions of Title 11, Chapter 42, Article 3 of

the *Code of Alabama*, the then existing City gross receipts business license tax shall be annually assessed and collected from each and every such person, firm, company or corporation engaging in or carrying on any business, vocation, occupation or profession in the territory formerly exempt from City taxation.

5. This Resolution is passed under the provisions of Title 11, Chapter 42, Article 3, of the *Code of Alabama*.

Adopted:

_____
CITY CLERK

CERTIFICATION OF RESOLUTION BY MAYOR

I, William S. Stimpson, Mayor of the City of Mobile, do hereby certify that this is a true and correct copy of the Resolution adopted by the City Council of the City of Mobile at its regular meeting of _____, 2023, and, as Mayor, I do hereby request that the Judge of Probate of Mobile County enter an Order within ten (10) days of the filing of this Resolution ordering an election to be held by the qualified electors residing in the territory described in this Resolution not less than twenty (20) days nor more than forty (40) days from the date of making of the Order, all as provided by § 11-42-43 of the *Code of Alabama*.

So certified this _____ day of _____, 2023.

_____
WILLIAM S. STIMPSON
MAYOR
CITY OF MOBILE

STATE OF ALABAMA *

COUNTY OF MOBILE *

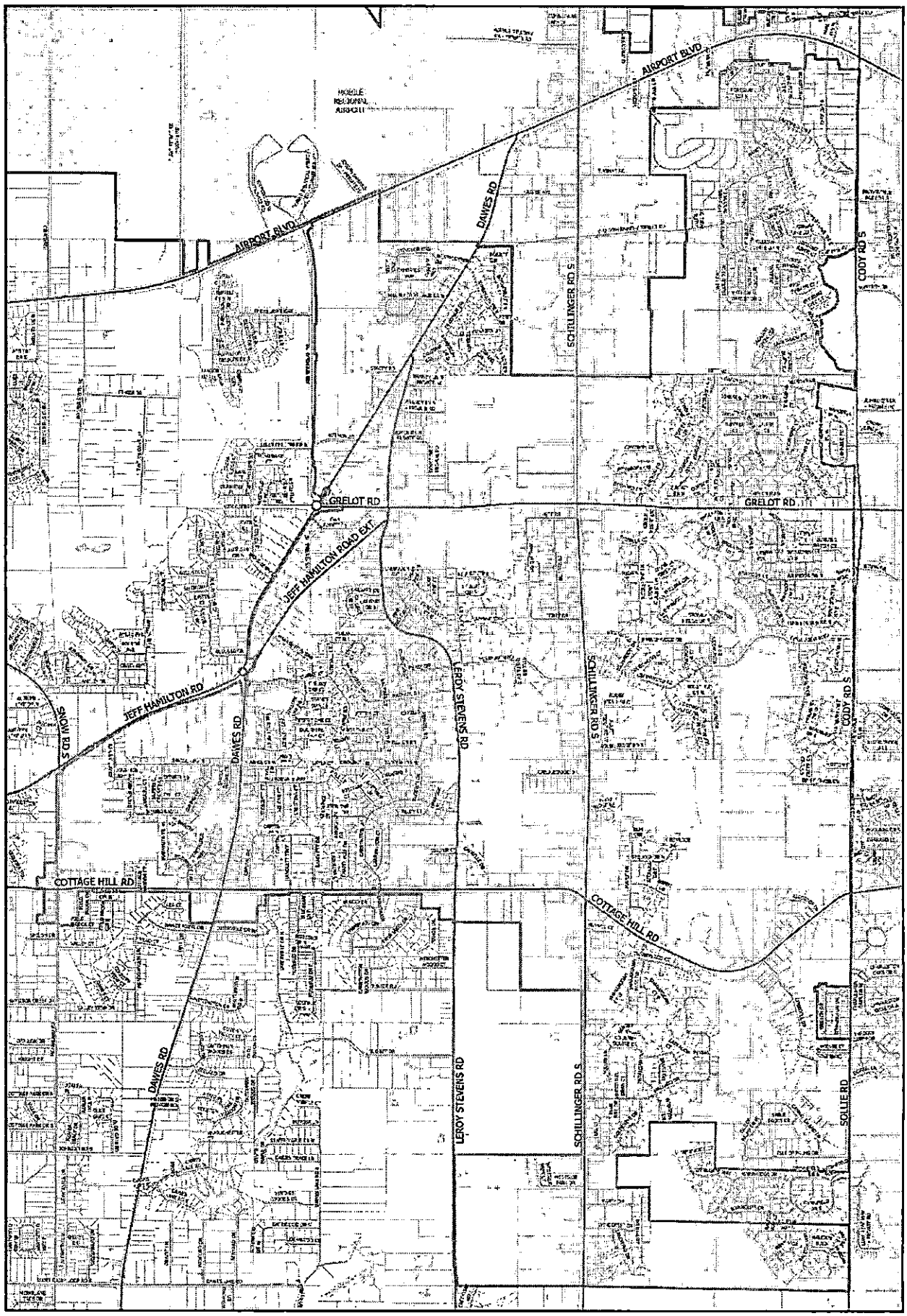
Sworn to and subscribed before me this ____ day of _____, 2023.

_____
NOTARY PUBLIC
My Commission expires: _____

Cottage Hill Corridor Area

Cottage Hill Corridor Area
Mobile Corporate Limits

Print Date: 5/1/2023



AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

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	5/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/2/2023 - 8:32 AM

2023

RESOLUTION DECLARING THAT THE PUBLIC GOOD REQUIRES THAT CERTAIN TERRITORY SHALL BE BROUGHT WITHIN THE LIMITS OF THE CITY OF MOBILE PURSUANT TO AND IN ACCORDANCE WITH TITLE 11, CHAPTER 42, ARTICLE 3 OF THE CODE OF ALABAMA (AIRPORT CORRIDOR AREA)

Sponsored by Mayor William S. Stimpson

WHEREAS, Section 11-42-40 of the *Code of Alabama* provides that any City having a population of 25,000 or more, as shown by the last federal census, may extend its corporate limits in the manner and with the rights, powers, and privileges set forth in Title 11, Chapter 42, Article 3; and,

WHEREAS, Section 11-42-41 of the *Code of Alabama* provides that the City Council may pass a resolution to the effect that the public health or public good requires that certain territory described in the resolution shall be brought within the limits of the City; and,

WHEREAS, § 11-42-43 of the *Code of Alabama* provides that upon passage of such a resolution by the Council and certification by the Mayor, the Judge of Probate must make and enter an order directing and ordering an election to be held by the qualified electors residing within the territory proposed to be brought within the limits of the City; and,

WHEREAS, § 11-42-47 of the *Code of Alabama* provides that each qualified voter who has resided within the boundaries of the territory proposed to be brought into the City for three months next preceding the election may vote at such election; and,

WHEREAS, a large number of qualified voters who reside within the boundaries of the territory described below have evidenced their desire to have such territory brought within the boundaries of the City of Mobile; and,

WHEREAS, the City Council of the City of Mobile desires to take the appropriate action so that the voice of these residents is given effect by passing this resolution (the "Resolution") allowing these residents an opportunity to vote on the question of whether they desire for such territory to be brought within the boundaries of the City of Mobile, and so as to provide for the future economic well-being of these residents as well as all persons residing within the metropolitan Mobile area.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF MOBILE, THAT:

1. The public good requires that the following described territory shall be brought within the limits of the City of Mobile:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SECTION 15, T4S-R3W, MOBILE COUNTY, ALABAMA AND THE EAST RIGHT OF WAY LINE OF SNOW ROAD NORTH; SAID POINT BEING ON THE EAST LINE OF THE EXISTING MOBILE CITY LIMITS; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF SNOW ROAD NORTH AND THE CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN SOUTHWARDLY, 7967 FEET, MORE OR LESS, TO A POINT; THENCE ALONG SAID SOUTH LINE OF THE EXISTING MOBILE CITY LIMITS, RUN EASTWARDLY, 1260 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT OF WAY LINE OF HORTON ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF HORTON ROAD AND THE CONTINUATION OF SAID SOUTH LINE OF THE EXISTING MOBILE CITY LIMITS, RUN NORTHWARDLY, 1323 FEET, MORE OR LESS, TO A POINT; THENCE CONTINUING ALONG SAID SOUTH LINE OF THE EXISTING MOBILE CITY LIMITS, RUN EASTWARDLY, 1370 FEET, MORE OR LESS, TO A POINT; THENCE CONTINUING ALONG SAID SOUTH LINE OF THE EXISTING MOBILE CITY LIMITS, RUN SOUTHWARDLY, 3316 FEET, MORE OR LESS, TO A POINT; THENCE CONTINUING ALONG SAID

SOUTH LINE OF THE EXISTING MOBILE CITY LIMITS, RUN EASTWARDLY, 674 FEET, MORE OR LESS, TO A POINT; THENCE CONTINUING ALONG SAID SOUTH LINE OF THE EXISTING MOBILE CITY LIMITS, RUN NORTHWARDLY, 664 FEET, MORE OR LESS, TO A POINT; THENCE CONTINUING ALONG SAID SOUTH LINE OF THE EXISTING MOBILE CITY LIMITS, RUN EASTWARDLY, 3333 FEET, MORE OR LESS, TO A POINT; THENCE CONTINUING ALONG SAID SOUTH LINE OF THE EXISTING MOBILE CITY LIMITS, RUN SOUTHWARDLY, 1330 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SECTION 23, T4S-R3W; THENCE ALONG SAID SOUTH LINE OF SECTION 23, T4S-R3W AND CONTINUING ALONG SAID SOUTH LINE OF THE EXISTING MOBILE CITY LIMITS, RUN EASTWARDLY, 1368 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT OF WAY LINE OF FLAVE PIERCE ROAD (A PRIVATE ROAD); THENCE ALONG SAID EAST RIGHT OF WAY LINE OF FLAVE PIERCE ROAD (A PRIVATE ROAD) AND CONTINUING ALONG SAID SOUTH LINE OF THE EXISTING MOBILE CITY LIMITS, RUN SOUTHWARDLY, 671 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF AIRPORT BOULEVARD; THENCE CONTINUING ALONG SAID SOUTH LINE OF THE EXISTING MOBILE CITY LIMITS, RUN NORTHEASTWARDLY, 300 FEET, MORE OR LESS, TO A POINT; THENCE CONTINUING ALONG SAID SOUTH LINE OF THE EXISTING MOBILE CITY LIMITS, RUN NORTHWARDLY, 561 FEET, MORE OR LESS, TO A POINT; THENCE CONTINUING ALONG SAID SOUTH LINE OF THE EXISTING MOBILE CITY LIMITS, RUN EASTWARDLY, 226 FEET, MORE OR LESS, TO A POINT; THENCE CONTINUING ALONG SAID SOUTH LINE OF THE EXISTING MOBILE CITY LIMITS, RUN SOUTHWARDLY, 468 FEET, MORE OR LESS, TO A POINT; THENCE CONTINUING ALONG SAID SOUTH LINE OF THE EXISTING MOBILE CITY LIMITS, RUN NORTHEASTWARDLY, 2217 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY, 134 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AIRPORT BOULEVARD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF AIRPORT BOULEVARD, RUN SOUTHWESTWARDLY, 20 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF AIR TERMINAL DRIVE; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF AIR TERMINAL DRIVE, RUN SOUTHWARDLY 5758 FEET, MORE OR LESS, TO A POINT ON THE NORTHWEST RIGHT OF WAY LINE OF DAWES ROAD; THENCE ALONG SAID NORTHWEST RIGHT OF WAY LINE OF DAWES ROAD, RUN NORTHEASTWARDLY 273 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHEASTWARDLY 65 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEAST RIGHT OF WAY LINE OF DAWES ROAD; THENCE ALONG SAID SOUTHEAST RIGHT OF WAY LINE OF DAWES ROAD, RUN SOUTHWESTWARDLY 392 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF GRELOT ROAD; THENCE ALONG SAID

NORTH RIGHT OF WAY LINE OF GRELOT ROAD, RUN EASTWARDLY 395 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 122 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF GRELOT ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF GRELOT ROAD, RUN WESTWARDLY 642 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF OAK POINTE COURT; THENCE RUN SOUTHWESTWARDLY 95 FEET, MORE OR LESS, TO A POINT ON THE AFOREMENTIONED SOUTHEAST RIGHT OF WAY LINE OF DAWES ROAD; THENCE ALONG SAID SOUTHEAST RIGHT OF WAY LINE OF DAWES ROAD, RUN SOUTHWESTWARDLY 3091 FEET, MORE OR LESS, TO A POINT; THENCE RUN EASTWARDLY 114 FEET, MORE OR LESS, TO A POINT ON THE NORTHWEST RIGHT OF WAY LINE OF JEFF HAMILTON ROAD EXTENSION; THENCE ALONG SAID NORTHWEST RIGHT OF WAY LINE OF JEFF HAMILTON ROAD EXTENSION, RUN NORTHEASTWARDLY 163 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHEASTWARDLY 44 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEAST RIGHT OF WAY LINE OF JEFF HAMILTON ROAD EXTENSION; THENCE RUN SOUTHWESTWARDLY 507 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE AFOREMENTIONED DAWES ROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF DAWES ROAD, RUN SOUTHWARDLY 128 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF CLARKE ROAD; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF CLARKE ROAD, RUN EASTWARDLY 75 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 60 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF CLARKE ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF CLARKE ROAD, RUN WESTWARDLY 68 FEET, MORE OR LESS, TO THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF DAWES ROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF DAWES ROAD, RUN SOUTHWARLDY 214 FEET, MORE OR LESS, TO A POINT; THENCE RUN EASTWARDLY 90 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT OF WAY LINE OF DAWES ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF DAWES ROAD, RUN NORTHWARDLY 319 FEET, MORE OR LESS, TO A POINT ON THE AFOREMENTIONED SOUTHEAST RIGHT OF WAY LINE OF JEFF HAMILTON ROAD EXTENSION; THENCE ALONG SAID SOUTHEAST RIGHT OF WAY LINE OF JEFF HAMILTON ROAD EXTENSION, RUN SOUTHWESTWARDLY 3941 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT OF WAY LINE OF MCFARLAND ROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF MCFARLAND ROAD, RUN SOUTHWARDLY 160 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 112 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT OF WAY LINE OF MCFARLAND ROAD; THENCE ALONG SAID

WEST RIGHT OF WAY LINE OF MCFARLAND ROAD, RUN NORTHWARDLY, 43 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF JEFF HAMILTON ROAD; THENCE RUN NORTHWESTWARDLY 80 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF JEFF HAMILTON ROAD; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF JEFF HAMILTON ROAD, RUN NORTHEASTWARDLY 68 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT OF WAY LINE OF SNOW ROAD SOUTH; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF SNOW ROAD SOUTH, RUN NORTHWARDLY 1590 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 2, AUTUMN LEAF ESTATES (MAP BOOK 60, PAGE 31, MOBILE COUNTY PROBATE COURT); THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 2, AUTUMN LEAF ESTATES, THE NORTH BOUNDARY OF AUTUMN LEAF ESTATES, FIRST ADDITION (MAP BOOK 77, PAGE 61, MOBILE COUNTY PROBATE COURT), AND THE NORTH BOUNDARY OF LOT 3, MCCAWLEY SUBDIVISION (MAP BOOK 111, PAGE 59, MOBILE COUNTY PROBATE COURT), RUN S 89°59'15" W, 2115.23 FEET TO THE NORTHWEST CORNER OF SAID LOT 3, MCCAWLEY SUBDIVISION; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 3, MCCAWLEY SUBDIVISION, RUN S 03°15'16" E, 1258.57 FEET TO A POINT ON THE SOUTH LINE OF SECTION 34, T4S-R3W; THENCE ALONG SAID SOUTH LINE OF SECTION 34, T4S-R3W, RUN WESTWARDLY, 2923 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID SECTION 34, T4S-R3W; SAID POINT ALSO BEING THE SOUTHEAST CORNER OF ALDERBROOK (MAP BOOK 29, PAGE 66, MOBILE COUNTY PROBATE COURT); THENCE ALONG THE EAST BOUNDARY OF SAID ALDERBROOK, AND ALONG THE EAST BOUNDARY OF REVISION TO THE RESUBDIVISION OF LOT 1, MILLER CREEK ESTATES (MAP BOOK 126, PAGE 26, MOBILE COUNTY PROBATE COURT), AND ALONG THE EAST BOUNDARY OF BRENTBROOKE SUBDIVISION REVISED (MAP BOOK 87, PAGE 66, MOBILE COUNTY PROBATE COURT), AND ALONG THE EAST BOUNDARY OF TURNBURY (MAP BOOK 76, PAGE 68, MOBILE COUNTY PROBATE COURT), RUN NORTHWARDLY, 5500 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF PARCEL "A", THE DOMINION, UNIT ONE (MAP BOOK 60, PAGE 124, MOBILE COUNTY PROBATE COURT); THENCE ALONG THE SOUTH BOUNDARY OF SAID PARCEL "A", THE DOMINION, UNIT ONE, RUN N 81°56'17" E 615.06 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SNOW ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF SNOW ROAD, RUN NORTHWARDLY, 2223 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID THE DOMINION, UNIT ONE; THENCE ALONG THE NORTH BOUNDARY OF SAID THE DOMINION, UNIT ONE, RUN S 81°56'30" W 319.18 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF THE

DOMINION, UNIT ONE, RUN N 00°34'14" E 128.62 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF THE DOMINION, UNIT ONE, AND ALONG THE NORTH BOUNDARY OF "THE DOMINION", SECOND UNIT (MAP BOOK 81, PAGE 95, MOBILE COUNTY PROBATE COURT), RUN S 89°22'42" W 1340 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 21 OF SAID "THE DOMINION", SECOND UNIT; SAID POINT BEING ON THE EAST BOUNDARY OF WAKEFIELD, UNIT SEVEN, PHASE ONE (MAP BOOK 85, PAGE 58, MOBILE COUNTY PROBATE COURT); THENCE ALONG SAID EAST BOUNDARY OF WAKEFIELD, UNIT SEVEN, PHASE ONE, RUN N 00°44'36" E, 178 FEET, MORE OR LESS, TO A POINT; THENCE CONTINUING ALONG SAID EAST BOUNDARY OF WAKEFIELD, UNIT SEVEN, PHASE ONE, RUN S 84°47'25" W 100 FEET TO A POINT; THENCE CONTINUING ALONG SAID EAST BOUNDARY OF WAKEFIELD, UNIT SEVEN, PHASE ONE, RUN N 00°46'41" E 169.94 FEET TO THE NORTHEAST CORNER OF LOT 6, WAKEFIELD, UNIT SEVEN, PHASE ONE; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 6, WAKEFIELD, UNIT SEVEN, PHASE ONE, RUN S 84°34'38" W, 178.31 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WAKEFIELD DRIVE EAST; THENCE RUN WESTWARDLY, 50 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT OF WAY LINE OF WAKEFIELD DRIVE EAST; SAID POINT BEING THE NORTHEAST CORNER OF LOT 5 OF SAID WAKEFIELD, UNIT SEVEN, PHASE ONE; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 5, WAKEFIELD, UNIT SEVEN, PHASE, ONE AND ALONG THE NORTH BOUNDARY OF WAKEFIELD, UNIT THREE (MAP BOOK 70, PAGE 87, MOBILE COUNTY PROBATE COURT), RUN WESTWARDLY, 447 FEET TO THE NORTHWEST CORNER OF LOT 9 OF SAID WAKEFIELD, UNIT THREE; SAID POINT BEING ON THE EAST BOUNDARY OF WAKEFIELD, UNIT ONE (MAP BOOK 61, PAGE 5, MOBILE COUNTY PROBATE COURT); THENCE ALONG SAID EAST BOUNDARY OF WAKEFIELD, UNIT ONE, RUN NORTHWARDLY, 209 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AIRPORT BOULEVARD; THENCE RUN NORTHWARDLY, 80 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 2, AIRPORT WEST COMMERCIAL PARK (MAP BOOK, PAGE 64, MOBILE COUNTY PROBATE COURT); SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF AIRPORT BOULEVARD; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF AIRPORT BOULEVARD, RUN SOUTHWESTWARDLY, 503 FEET, MORE OR LESS, THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25 FEET; THENCE RUN NORTHWESTWARDLY ALONG THE ARC OF SAID CURVE AND NORTHWARDLY ALONG THE EAST RIGHT OF WAY LINE OF DYKES ROAD, A DISTANCE OF 825 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 1, SGORLON SUBDIVISION (MAP BOOK 53, PAGE 11, MOBILE COUNTY PROBATE COURT); THENCE ALONG THE

NORTH BOUNDARY OF SAID LOT 1, SGORLON SUBDIVISION, AND ALONG THE NORTH BOUNDARY OF AIRPORT WEST COMMERCIAL PARK (MAP BOOK 73, PAGE 64, MOBILE COUNTY PROBATE COURT), AND ALONG THE NORTH BOUNDARY OF RESUBDIVISION OF LOTS A, B & C OF A RESUBDIVISION OF LOT 1, S & B ESTATES (MAP BOOK 111, PAGE 76, MOBILE COUNTY PROBATE COURT), AND ALONG THE NORTH BOUNDARY OF BROADWAY AIRPORT-WAKEFIELD SUBDIVISION (INSTRUMENT #2020047929, MOBILE COUNTY PROBATE COURT), RUN EASTWARDLY 1307 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF HUNTER'S PARK, UNIT III – PART "B" (MAP BOOK 117, PAGE 19, MOBILE COUNTY PROBATE COURT); THENCE ALONG THE EAST BOUNDARY OF SAID HUNTER'S PARK, UNIT III – PART "B", AND ALONG THE EAST BOUNDARY OF HUNTER'S PARK, UNIT IV (MAP BOOK 117, PAGE 80, MOBILE COUNTY PROBATE COURT), AND ALONG THE EAST BOUNDARY OF DOSS FAMILY DIVISION (PL BOOK 130, PAGE 12, MOBILE COUNTY PROBATE COURT), AND ALONG THE EAST BOUNDARY OF "SUMMERLAKE" REVISED PLAT (MAP BOOK 79, PAGE 97, MOBILE COUNTY PROBATE COURT), RUN NORTHWARDLY 1652 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF Z & F SUBDIVISION (MAP BOOK 100, PAGE 36, MOBILE COUNTY PROBATE COURT); THENCE ALONG THE NORTH BOUNDARY OF SAID Z & F SUBDIVISION, RUN AS FOLLOWS: S 89°33'31" E, 365.34 FEET; N 53°00'23" E, 115.31 FEET; N 79°10'56" E, 261.27 FEET; N 68°25'02" E, 155.67 FEET; N 84°09'44" E, 68.87 FEET; S 74°09'15" E, 85.00 FEET; S 54°09'48", 173.66 FEET; S 89°36'32" E, 109.85 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SNOW ROAD SOUTH; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF SNOW ROAD SOUTH, RUN NORTHWARDLY, 427 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF WEST SNOW SUBDIVISION (MAP BOOK 81, PAGE 32, MOBILE COUNTY PROBATE COURT); THENCE ALONG THE SOUTH BOUNDARY OF SAID WEST SNOW SUBDIVISION, AND ALONG THE SOUTH BOUNDARY OF COMMON AREA "B", BRIARCLIFF, FIRST ADDITION (MAP BOOK 85, PAGE 59, MOBILE COUNTY PROBATE COURT), RUN NORTHWESTWARDLY, 1641 FEET, MORE OR LESS, TO A POINT ON THE EAST BOUNDARY OF LOT 2, BILL ROBINSON SUBDIVISION (MAP BOOK 79, PAGE 22, MOBILE COUNTY PROBATE COURT); THENCE ALONG SAID EAST BOUNDARY OF LOT 2, BILL ROBINSON SUBDIVISION, RUN S 00°05'27" E, 120 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 2, BILL ROBINSON SUBDIVISION; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 2, BILL ROBINSON SUBDIVISION, RUN N 89°51'42" W, 695.66 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, BILL ROBINSON SUBDIVISION; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 2, BILL ROBINSON SUBDIVISION, RUN AS FOLLOWS: NORTH, 390.00 FEET; S 89°51'42" E, 50.00 FEET; NORTH, 200.00 FEET; N

89°51'42" W, 89.62 FEET; NORTH, 200.00 FEET; N 89°51'42" W 560.38 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DYKES ROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF DYKES ROAD, RUN NORTHWARDLY, 640 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF THE EAST HALF OF SECTION 21, T4S-R3W; THENCE ALONG SAID WEST LINE OF THE EAST HALF OF SECTION 21, T4S-R3W, RUN NORTHWARDLY, 2135 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SECTION 16, T4S-R3W; THENCE ALONG SAID SOUTH LINE OF SECTION 16, T4S-R3W, RUN WESTWARDLY, 2612 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT OF WAY LINE OF ELIZA JORDAN ROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF ELIZA JORDAN ROAD, RUN NORTHWARDLY, 5292 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID SECTION 16, T4S-R3W; THENCE ALONG THE NORTH LINE OF SAID SECTION 16, T4S-R3W, RUN EASTWARDLY, 4606 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 2, MAGGIE'S SNOW ROAD SUBDIVISION (MAP BOOK 109, PAGE 15, MOBILE COUNTY PROBATE COURT); THENCE ALONG THE WEST BOUNDARY OF SAID LOT 2, MAGGIE'S SNOW ROAD SUBDIVISION, AND ALONG THE WEST BOUNDARY OF RESUBDIVISION OF LOT 3, BECK ESTATES, (MAP BOOK 84, PAGE 111, MOBILE COUNTY PROBATE COURT), AND ALONG THE WEST BOUNDARY OF BECK ESTATES (MAP BOOK 79, PAGE 70, MOBILE COUNTY PROBATE COURT), AND ALONG THE WEST BOUNDARY OF SNOW & TANNER ESTATES (MAP BOOK 82, PAGE 14, MOBILE COUNTY PROBATE COURT), AND ALONG THE WEST BOUNDARY OF RESUBDIVISION OF LOT 3, SNOW & TANNER ESTATES (MAP BOOK 85, PAGE 63, MOBILE COUNTY PROBATE COURT RECORDS), RUN NORTHWARDLY, 2022 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF TANNER WILLIAMS ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF TANNER WILLIAMS ROAD, RUN EASTWARDLY, 146 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY, 92.5 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF TANNER WILLIAMS ROAD; SAID POINT BEING THE SOUTHWEST CORNER OF LOT 3, RESUBDIVISION OF SUNBELT CONVENIENT FOODS, SNOW ROAD, RESUBDIVISION OF LOT "A" (MAP BOOK 89, PAGE 117, MOBILE COUNTY, PROBATE COURT); THENCE ALONG THE WEST BOUNDARY OF SAID RESUBDIVISION OF SUNBELT CONVENIENT FOODS, SNOW ROAD, RESUBDIVISION OF LOT "A", RUN N 02°53'36" E 515.84 FEET TO THE NORTHWEST CORNER OF SAID RESUBDIVISION OF SUNBELT CONVENIENT FOODS, SNOW ROAD, RESUBDIVISION OF LOT "A"; THENCE ALONG THE NORTH BOUNDARY OF SAID RESUBDIVISION OF SUNBELT CONVENIENT FOODS, SNOW ROAD, RESUBDIVISION OF LOT "A", RUN N 89°19'42" E 449.89 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SNOW ROAD NORTH;

THENCE ALONG SAID WEST RIGHT OF WAY LINE OF SNOW ROAD NORTH, RUN SOUTH, 509 FEET, MORE OR LESS, TO A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF TANNER WILLIAMS ROAD; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF TANNER WILLIAMS ROAD, RUN WESTWARDLY, 16 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY, 80 FEET, MORE OR LESS, TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF TANNER WILLIAMS ROAD; SAID POINT BEING ON THE ARC OF A CURVE CONCAVE SOUTHWESTWARDLY; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF TANNER WILLIAMS ROAD AND ALONG THE ARC OF SAID CURVE, RUN SOUTHEASTWARDLY, 61 FEET, MORE OR LESS, TO A POINT ON THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF SNOW ROAD NORTH; THENCE RUN EASTWARDLY, 140 FEET, MORE OR LESS, TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF TANNER WILLIAMS ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF TANNER WILLIAMS ROAD, RUN EASTWARDLY, 270 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF THE EXISTING MOBILE CITY LIMITS; THENCE ALONG SAID WEST LINE OF THE EXISTING MOBILE CITY LIMITS, RUN SOUTHWARDLY, 390 FEET, MORE OR LESS, TO A POINT; THENCE CONTINUING ALONG SAID WEST LINE OF THE EXISTING MOBILE CITY LIMITS, RUN EASTWARDLY, 305 FEET, MORE OR LESS, TO A POINT; THENCE CONTINUING ALONG SAID WEST LINE OF THE EXISTING MOBILE CITY LIMITS, RUN SOUTHWARDLY, 1720 FEET, MORE OR LESS, TO A POINT ON THE AFOREMENTIONED NORTH LINE OF SECTION 15, T4S-R3W; THENCE ALONG SAID NORTH LINE OF SECTION 15, T4S-R3W AND THE CONTINUATION OF THE EXISTING MOBILE CITY LIMITS, RUN WESTWARDLY, 617 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPT ALL OF THE PROPERTY SHOWN ON THE PLAT OF BRECKINRIDGE, UNIT ONE (MAP BOOK 51, PAGE 124, MOBILE COUNTY PROBATE COURT), BRECKINRIDGE, UNIT TWO (MAP BOOK 54, PAGE 72, MOBILE COUNTY PROBATE COURT), RESUBDIVISION OF LOTS 10 & 11, BRECKINRIDGE, UNIT TWO (MAP BOOK 54, PAGE 112), BRECKINRIDGE, UNIT THREE (MAP OBOK 58, PAGE 53), BRECKINRIDGE, UNIT FOUR (MAP BOOK 59, PAGE 37, MOBILE COUNTY PROBATE COURT), WEDGEFIELD, UNIT ONE (MAP BOOK 62, PAGE 46, MOBILE COUNTY PROBATE COURT), WEDGEFIELD, UNIT TWO (MAP BOOK 67, PAGE 57, MOBILE COUNTY PROBATE COURT), AND WEDGEFIELD, UNIT THREE (MAP BOOK 72, PAGE 18, MOBILE COUNTY PROBATE COURT).

A map depicting this area is attached hereto and incorporated herein. In the event of a conflict between the attached map and the written description of the territory described above, the depiction of the territory on the attached map shall control and be given effect.

2. The Mayor of the City of Mobile is authorized and directed to certify and deliver a copy of this Resolution with the attached map to the Judge of Probate for Mobile County pursuant to and in accordance with § 11-42-42 of the Code of Alabama.

3. If the majority of those persons voting in such an election vote in favor of the above-described territory being brought within the corporate limits of the City of Mobile, then all of such territory, and all property having a situs within such territory, shall be exempt from City ad valorem taxation or the payment of ad valorem taxes to the City for a period of ten (10) years from the time when such territory is brought within the corporate limits of the City, all as provided by § 11-42-57 of the *Code of Alabama*; except that, from time to time after the lapse of five (5) years from the time when such territory is brought within the corporate limits of the City, all portions of such territory as has residing on it a population of at least twenty (20) persons on a contiguous ten (10) acres of land and all property having a situs on such populated territory shall thereafter be subject to ad valorem taxation by the City and ad valorem taxes thereon shall thereafter be paid to the City, all as provided by § 11-42-58 of the *Code of Alabama*.

4. Pursuant to § 11-42-83 of the *Code of Alabama*, every person, firm, company or corporation engaged in or carrying on any business, vocation, occupation or profession in the territory brought within the corporate limits of the City pursuant to this Resolution shall be exempt from the City's gross receipts business license tax with respect to gross

receipts received from the business, vocation, occupation, or profession engaged in or carried on in such territory for so long as the territory is exempt from City taxation under the provisions of this Resolution; provided, however, that a business license tax shall be assessed and collected from each such person, firm, company or corporation in proportion to the capital employed within the territory exempt from City taxation in such trade, business, vocation, occupation or profession, including the value of the land with improvements thereon, used in such trade, business, vocation, or occupation and shall not exceed $2.00 per $1,000.00 where the capital employed does not exceed $100,000.00, and shall not exceed $1.00 per $1,000.00 on the excess of capital employed over $100,000.00 up to $200,000.00, and shall not exceed $.50 per $1,000.00 on the excess of the capital employed over $200,000.00 up to $300,000.00, and shall not exceed $.25 per $1,000.00 on the excess of capital employed over $300,000.00; provided, however, that if no capital is employed or where the capital employed is less than $1,000.00, there shall be no privilege or license tax assessed and collected. At such time as such territory is no longer exempt from City taxation under the provisions of Title 11, Chapter 42, Article 3 of the *Code of Alabama*, the then existing City gross receipts business license tax shall be annually assessed and collected from each and every such person, firm, company or corporation engaging in or carrying on any business, vocation, occupation or profession in the territory formerly exempt from City taxation.

5. This Resolution is passed under the provisions of Title 11, Chapter 42, Article 3, of the *Code of Alabama*.

Adopted:

_____
CITY CLERK

CERTIFICATION OF RESOLUTION BY MAYOR

I, William S. Stimpson, Mayor of the City of Mobile, do hereby certify that this is a true and correct copy of the Resolution adopted by the City Council of the City of Mobile at its regular meeting of _____, 2023, and, as Mayor, I do hereby request that the Judge of Probate of Mobile County enter an Order within ten (10) days of the filing of this Resolution ordering an election to be held by the qualified electors residing in the territory described in this Resolution not less than twenty (20) days nor more than forty (40) days from the date of making of the Order, all as provided by § 11-42-43 of the *Code of Alabama*.

So certified this _____ day of _____, 2023.

_____
WILLIAM S. STIMPSON
MAYOR
CITY OF MOBILE

STATE OF ALABAMA *

COUNTY OF MOBILE *

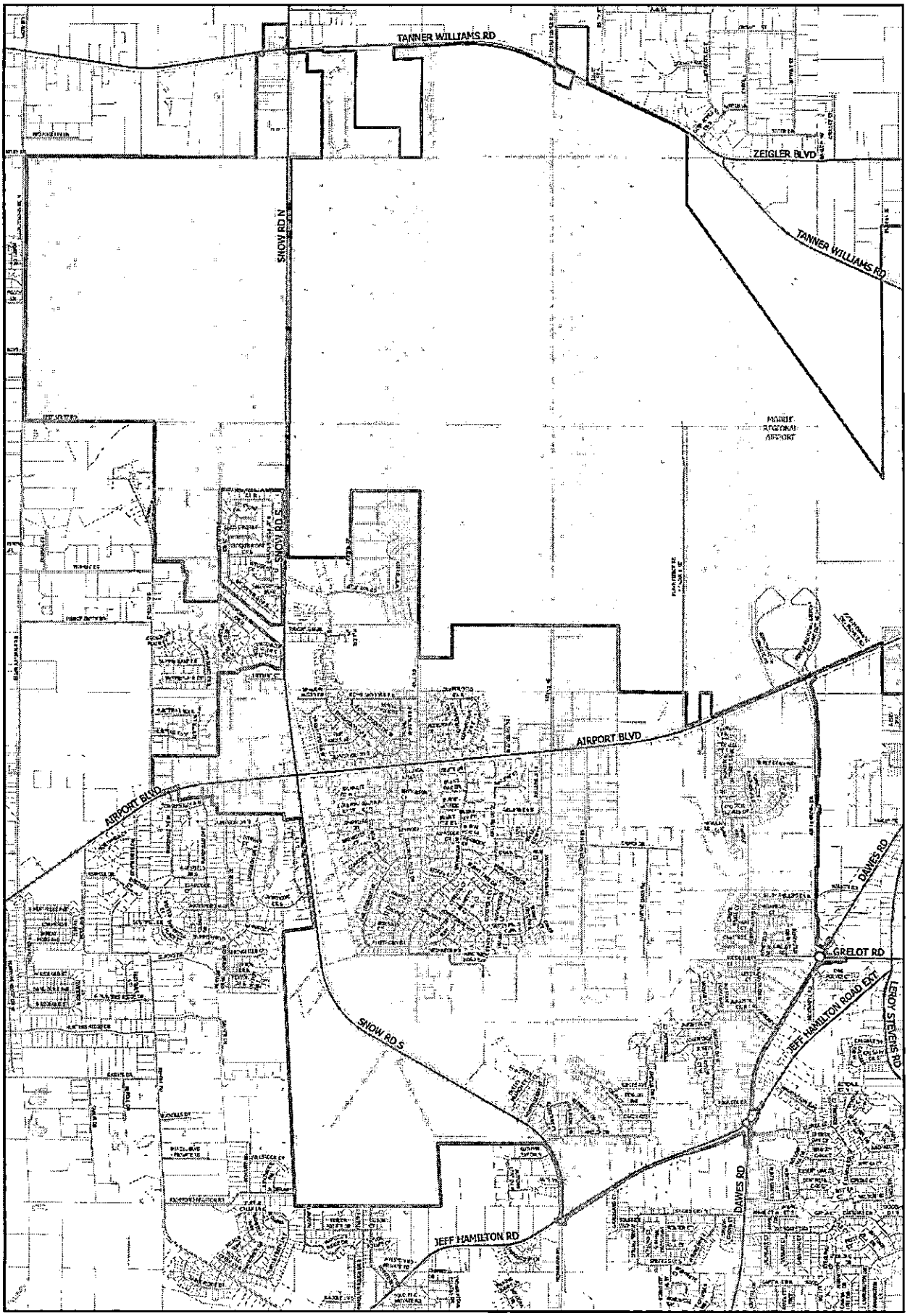
Sworn to and subscribed before me this ____ day of _____, 2023.

_____
NOTARY PUBLIC
My Commission expires: _____

Airport Corridor Area

Airport Corridor Area
Mobile Corporate Limits

Print Date: 3/1/2023



AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:
Lisa C. Lambert, City Clerk

Sponsored by:
City Council

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	5/4/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/4/2023 - 2:28 PM

R E S O L U T I O N

Sponsored by: City Council

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that William Carroll is appointed to the Mobile Planning Commission effective immediately for a term ending November 2, 2025.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmembers Penn and Small

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	5/4/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/4/2023 - 10:02 AM

R E S O L U T I O N

Sponsored by: Councilmembers Penn and Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Herman Thomas (D1) and Rodney Toomer (D3) are appointed to the Citizens Parks and Recreation Advisory Committee effective immediately for terms ending May 9, 2025.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:
Chief Paul O. Prine, MPD

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
Authorize a grant application to the Alabama Department of Economic and Community Affairs (ADECA), in the amount of $40,000.00 for the FY23 Project Safe Neighborhoods Grant Program. There is no match requirement.

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds $40,000.00	**Matching Funds** 0

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	5/4/2023

REVIEWERS:

Department	Reviewer	Action	Date
Grants Management	Levy, Tiffany	Approved	5/4/2023 - 9:40 AM
Legal	Kern, Chris	Approved	5/4/2023 - 11:04 AM
Legal	Kern, Chris	Approved	5/4/2023 - 11:04 AM
Mayors Office	Montgomery, Brandi	Approved	5/4/2023 - 2:43 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the Bureau of Justice Assistance (BJA) through the Alabama Department of Economic and Community Affairs (ADECA) as fiscal agent, a Notice of Award for grant assistance in the amount of $40,000.00 for the FY 23 Project Safe Neighborhoods (PSN) Grant Program. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the Bureau of Justice Assistance or the Alabama Department of Economic and Community Affairs.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

James DeLapp, Executive Director of Public Works

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the U.S. Department of Agriculture (USDA) Forest Service in the amount of $5,000,000.00 for the USDA 2023 Inflation Reduction Act for Urban and Community Forestry Grant. Match requirement is waived due to project being carried out in the historically disadvantaged census tracts in each City Council District.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds $5,000,000.00 **Matching Funds** 0

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	5/3/2023

REVIEWERS:

Department	Reviewer	Action	Date
Grants Management	Levy, Tiffany	Approved	5/4/2023 - 12:08 PM
Legal	Kern, Chris	Approved	5/4/2023 - 12:30 PM
Legal	Kern, Chris	Approved	5/4/2023 - 12:32 PM
Mayors Office	Montgomery, Brandi	Approved	5/4/2023 - 2:43 PM

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the U.S. Department of Agriculture (USDA) Forest Service, a Notice of Award for grant assistance in the amount of $5,000,000 for the USDA 2023 Inflation Reduction Act for Urban and Community Forestry grant. There is no match required for this grant as it will be carried out in the historically disadvantaged census tracts in each City Council District.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the USDA Forest Service. Any agreements for grant assistance, together with exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

Marc Vassallo

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
Resolution	Cover Memo	5/4/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Service	Gauthier, Lana	Approved	5/4/2023 - 12:40 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 to the following employee:

- **May– Carl Craig (Employee # 11809 – Public Services, Sanitation Trash Division)**

This employee is to be commended for their exemplary work performance or innovations that significantly reduce costs or result in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

James DeLapp, Executive Director of Public Works

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Recognizing employee of the month for May, Jason Donovan with Building Services in Public Works at Large.

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	5/1/2023

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Gauthier, Lana	Approved	5/4/2023 - 11:39 AM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 to the following employee:

- **May 2023 – Jason Donovan (Employee # 19035) Public Works at Large (Building Services)**

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

Deputy Executive Director of Public Works Shonnda R. Smith

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Recognizing employee of the month for May, Spencer Hall with the Maintenance Division in the Parks and Recreation Department.

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Spencer Hall - MPRD May 2023 Employee of the Month - Resolution	Cover Memo	4/13/2023

REVIEWERS:

Department Reviewer		Action	Date
Parks and Recreation	Gauthier, Lana	Approved	5/4/2023 - 11:41 AM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 to the following employee:

- **Date May 9, 2023 – Name: Spencer Hall (Employee #10566) Parks & Recreation (Maintenance Division)**

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE 18TH ANNUAL UNITY WALK WEEKEND CELEBRATION, SEPTEMBER 8-10, 2023, AT LYONS PARK.

Amount of Contract:

$700.00

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 - KINGDOM COVENANT CONNECTIONS, INC.	Cover Memo	4/28/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	4/28/2023 - 9:16 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 **$700.00** to Kingdom Covenant Connections, Inc., from her discretionary funds*; and

WHEREAS, *Kingdom Covenant Connections, Inc.,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Kingdom Covenant Connections, Inc.*, will be used to assist with the 18th Annual Unity Walk Weekend Celebration, September 8-10, 2023, at Lyons Park,* 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 **$700.00** to Kingdom Covenant Connections, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIT WITH THE THE 2ND ANNAUL AWARD BREAKAT CELEBRATING ADMINISTRATIVE PROFESSIONALS CALLED "AMAZIN ADMINS'.

Amount of Contract:

$1,500.00

Funding Source

Project # DSC-02/10041020-42200 **Discretionary Funds** DSC-02

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - FUTURE LEADERS WORKING	Cover Memo	5/3/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	5/3/2023 - 9:13 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **$1,500.00** to Future Leaders Working, from his discretionary funds*; and

WHEREAS, Future Leaders Working, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Future Leaders Working, *will be used to assist with the 2nd Annual Award Banquet celebrating Administrative Professionals, called "Amazin Admins",* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,500.00** to Future Leaders Working, 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:5/9/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER BEN REYNOLDS

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE THE ANNUAL LAW ENFORCEMENT RECOGNITION BANQUET AND MOBILE POLICE DEPARTMENT AWARDS PRESENTATION PLANNED FOR FRIDAY, MAY 19, 2023.

Amount of Contract:

$4,000.00

Funding Source

Project # DSC-04/10041020-42080 **Discretionary Funds** DSC-04

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - MOBILE LAW ENFORCEMENT FOUNDATION, INC.	Cover Memo	5/3/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	5/3/2023 - 11:35 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Ben Reynolds*

WHEREAS, *Councilmember Reynolds wishes to appropriate **$4,000.00** to Mobile Law Enforcement Foundation, Inc., from her discretionary funds*; and

WHEREAS, *Mobile Law Enforcement Foundation, Inc.,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Mobile Law Enforcement Foundation, Inc.*, will be used to assist with the Annual Law Enforcement Recognition Banquet and Mobile Police Department Awards Presentation planned for Friday, May 19, 2023,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$4,000.00** to Mobile Law Enforcement Foundation, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER GINA GREGORY

Purpose and Scope of Project:
FUNDS WILL BE USED TO ASSIST WITH LAWN SERVICES.

Amount of Contract:
$3,000.00

Funding Source

Project # DSC-07/10041020-42080 **Discretionary Funds** DSC-07

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - COURTYARDS AT MAGNOLIA GROVE PROPERTY OWNERS ASSOCIATION, INC.	Cover Memo	5/3/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	5/3/2023 - 12:07 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate **$3,000.00** to The Courtyards at Magnolia Grove Property Owners Association, Inc., from her discretionary funds*; and

WHEREAS, *The Courtyards at Magnolia Grove Property Owners Association, Inc.,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to The Courtyards at Magnolia Grove Property Owners Association, Inc*, will be used to assist with lawn services,* 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 **$3,000.00** to The Courtyards at Magnolia Grove Property Owners Association, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

Jennifer White, Traffic Engineering

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

Special Project Agreement with ALDOT and the Mobile County Commission to establish a Regional Transportation Operations Program (RTOP) leveraging Carbon Reduction Program funds for the City's portion of the work. The overall scope of the project includes updating traffic signal timing plans, upgrading controllers, installing network devices, and implementing traffic signal coordination at the remaining intersections in the City that are not already funded with another capital project.

Funding Source

Project # Regional Transportation Operations Program (RTOP) Congestion Management CRPMB-STPMB-CRPAA-NR23( ) (C **Discretionary Funds**

Project String 20002000.48010 **Contract Number:**4450

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

Grant Funds $1,485,417.76 **Matching Funds** $371,354.44

ATTACHMENTS:

Description	Type	Upload Date
Funding Agreement	Backup Material	5/1/2023
Capital Summary Sheet	Backup Material	5/3/2023
resolution	Cover Memo	5/4/2023

REVIEWERS:

Department	Reviewer	Action	Date
Traffic Engineering	Bergin, Marybeth	Approved	5/1/2023 - 6:20 PM
Capital	Rhodes, Brenda	Rejected	5/2/2023 - 3:43 PM

Traffic Engineering	Bergin, Marybeth	Approved	5/3/2023 - 6:10 PM
Capital	Rhodes, Brenda	Approved	5/4/2023 - 9:16 AM
Legal	Kern, Chris	Approved	5/4/2023 - 11:18 AM
Mayors Office	Montgomery, Brandi	Approved	5/4/2023 - 2:42 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME:_____

CAPITAL PROJECT #_____ **DATE OF RECEIPT**_____

DEPT. PROJECT #_____

PROJECT DESCRIPTION_____

_____

CONTRACT AMOUNT _____ MATCH 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: _Mary E Bergin_____ **Date** _____

Revised 5/16/2022 Tiffany Hollins

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

BE IT RESOLVED BY THE CITY OF MOBILE, ALABAMA 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:

Purchase and installation (excluding the PTZ Cameras) of materials in relation to the Regionwide Transportation Operations Program (RTOP) Congestion Management project throughout the City of Mobile and Mobile County; Project# CRPMB-STPMB-CRPAA-NR23( ); CPMS Ref# 100076376.

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 ____day of _____, 20____ , and that such resolution is on file in the City Clerk's Office.

ATTESTED:

_____ _____

City Clerk Mayor

_____day of _____, 20_____, 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_____day of _____, 20_____ .

_____

City Clerk

(AFFIX SEAL)

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

Shonnda Smith, Deputy Executive Director of Public Work

Sponsored by:

Mayor Sandy Stimpson

Purpose and Scope of Project:

To tennis lesson

Amount of Contract:

$80,000

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Payton Hickman Tennis Pro Resolution	Cover Memo	5/1/2023
Payton Hickman Tennis Teaching Pro Contract	Cover Memo	5/1/2023

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	McCants, Gerard	Approved	5/1/2023 - 1:40 PM
Budget	Holt, Robert	Approved	5/1/2023 - 5:00 PM
Legal	Kern, Chris	Approved	5/4/2023 - 11:26 AM
Legal	Kern, Chris	Approved	5/4/2023 - 11:26 AM

Mayors Office	Montgomery, Brandi	Approved	5/4/2023 - 2:48 PM

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 Payton Hickman 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

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this5th day of April 2023, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Payton Hickman (sometimes hereinafter Contractor)

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:
Peyton Hickman
47247 Rabun Road Apt. F4, Bay Minette, Alabama 36507

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.

NAME, Peyton Hickman

Penn Hickman

BY: ~~Peyton Hickman~~ PH

04-05-2023

DATE: ~~04-02-2023~~ PH

Its(Title) Sole Proprietor
Teaching Pro

STATE OF ALABAMA COUNTY
OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify Peyton Hickman that 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 5 day of April

SEAL Notary Public MY COMMISSION EXPIRES

November 26, 2026

MACKENZIE LEDKINS NOTARY PUBLIC COMM. EXP. NOVEMBER 26, 2026 ALABAMA STATE AT LARGE

Mackenzie Ledkins

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 _____ DATE: _____

ATTEST:

City Clerk _____ Date _____

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.

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Capital Tractor Inc for two Kubota RTV-X900 utility carts for Parks Department.
General fund

Amount of Contract:

$32,949.74

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230501 Capital Agenda Package POs	Cover Memo	5/1/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	5/4/2023 - 2:21 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
3375	2023	(F7000) MOTOR POOL	2 KUBOTA RTV-X900 UTILITY CARTS FOR PARKS DEPARTMENT (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$32,949.74	(293637) CAPITAL TRACTOR INC

Adopted:

_____

City Clerk

Bill To	Requisition 00003375-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
CAPITAL TRACTOR INC	MUNICIPAL GARAGE
1498 FURNACE STREET	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36104	CARTERD@CITYOFMOBILE.ORG
Tel#3342640086	Delivery Reference
	DIANE CARTER-MCCARTY
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/27/23	293637	12/16/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	UTILITY CART AS SPECIFIED: 2023 OR NEWER KUBOTA RTVX900WA UTILITY CART WITH TEH FOLLOWING OPTIONS: WINDSHIELD PLASTIC CANOPY, BLACK 2" TRAILER RECEIVER HITCH AS PER YOR SOURCEWELL CONTRACT 122220 QUOTE #2625002 DATED 3-28-2023	2.00 EACH	16474.87000	32949.74

Additional Description Notes

2023 OR NEWER KUBOTA RTVX900WA UTILITY CART. REQUESTED BY PARKS DEPT.

1 2000.80.00.0000.0000.0000.0000.0000.47120.
E C0756 .VEHICLEEXP. . 32949.74

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 32949.74

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

Account	Amount	Remaining Budget
E C0756 .VEHICLEEXP. .	32949.74	6.10

Bill To	Requisition 00003375-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
CAPITAL TRACTOR INC	MUNICIPAL GARAGE
1498 FURNACE STREET	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36104	CARTERD@CITYOFMOBILE.ORG
Tel#3342640086	Delivery Reference
	DIANE CARTER-MCCARTY
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/27/23	293637	12/16/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47120.	32949.74	

CAPITAL IMPROVEMENTS FUND EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	12/27/22	DANIEL OTTO	
Approved	04/28/23	DANIEL OTTO	
Approved	12/27/22	BRENDA RHODES	Auto approved by: 910514227
Approved	12/27/22	TIFFANY HOLLINS	
Approved	12/27/22	RELYA MALLORY	Auto approved by: 910514227
Approved	04/28/23	BRENDA RHODES	
Approved	04/28/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	04/28/23	RELYA MALLORY	Auto approved by: 910511034
Approved	02/27/23	DONALD ROSE	Approved by: 9105fola
Approved	02/27/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	02/27/23	KAREN NAMAN	Auto approved by: 910516727
Approved	02/27/23	JOHN PAINE	Auto approved by: 910516727
Approved	02/27/23	MICHAEL SPAFFORD	Auto approved by: 910516727
Queued	04/28/23	DONALD ROSE	Auto approved by: 910516727
Queued	04/28/23	SANDRA LEWIS	Auto approved by: 910516727
Queued	04/28/23	JOHN PAINE	Auto approved by: 910516727
Queued	04/28/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

DocuSign Envelope ID: C7C1D069-60D0-438D-AB76-E291152FB9B2

Solicitation Number: RFP #031121

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kubota Tractor Corporation, 1000 Kubota Drive, Grapevine, TX 76051 (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 Grounds Maintenance Equipment, Attachments, and Accessories with Related Services 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 April 30, 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 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 to 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.

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. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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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.

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.

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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 (including either pandemic or epidemic). 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.

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:

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- 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 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

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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 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

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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.

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

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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. . The Participating Entity must provide advance notification to Vendor if federal funds are being used for the purchase.

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. [Note - Vendor operates under California law and does not participate in or file Affirmative Action Plans.]

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of

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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 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.

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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. [Note – Vendor's products are not manufactured domestically and do not satisfy the second element of the Buy American Act test for domestically manufactured products.]

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring

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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

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/28/2021 | 12:20 PM CDT

Kubota Tractor Corporation

DocuSigned by:
By: Alex Woods
7839492180EC44E...
Alex Woods
Title: Vice President
Date: 4/28/2021 | 9:39 AM PDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 4/28/2021 | 12:30 PM CDT

RFP 031121 - Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Vendor Details

Company Name:	Kubota Tractor Corporation
Address:	1000 Kubota Drive Grapevine, TX 76051
Contact:	Mike Spillars
Email:	mike.spillars@kubota.com
Phone:	817-532-5592
HST#:	95-2801513

Submission Details

Created On:	Thursday January 21, 2021 09:29:17
Submitted On:	Thursday March 11, 2021 13:37:19
Submitted By:	Rusty Pugh
Email:	rusty.pugh@kubota.com
Transaction #:	e816d383-5749-427b-85c2-950c6dca68cc
Submitter's IP Address:	74.84.168.187

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" 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):	Kubota Tractor Corporation	*
2	Proposer Address:	1000 Kubota Drive Grapevine, TX 76051	*
3	Proposer website address:	www.kubotausa.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):	Alex Woods Vice President 1000 Kubota Drive, Grapevine, TX 76051 alex.woods@kubota.com PH: 817-756-1171	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Rusty Pugh National Accounts Manager, Municipal and New Business 1000 Kubota Drive, Grapevine, TX 76051 rusty.pugh@kubota.com 817-716-3587	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mike Spillars National Accounts Business Development Manager 1000 Kubota Drive, Grapevine, TX 76051 mike.spillars@kubota.com 817-532-5592	

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.	Who Kubota is, and will continue to be, is summed up in this statement; Kubota is passionate about, and dedicated to food, water, and life. Gonshiro Kubota demonstrated this with the founding of Kubota in 1890 as a casting company to serve a critical need for safe drinking water. In 1893 Kubota produced the first ever domestic cast iron pipes. Following WWII food was in short supply in Japan. Kubota developed the cultivator, a pioneering piece of equipment in the mechanization of agriculture and the revolution of the production of food. With small villages in Japan suffering from labor shortages, Kubota developed our first tractor to provide a stable and abundant food supply. In 1969 Kubota Corporation filled a void in sub-compact tractors by introducing its first tractor into the United States. The Kubota Tractor Corporation was formed in 1972 as a privately held corporation of Kubota Corporation, Osaka, Japan. It has been growing and expanding its offering in the United States ever since. Kubota Tractor Corporation serves Kubota Corporation as distribution in the United States for Kubota equipment. This includes all the products serving this contract in turf mowing and grounds maintenance equipment, tractors, and attachments, as well as compact construction equipment which includes excavators, skid steers, backhoes, wheel loaders and utility vehicles. Additionally, Kubota Corporation has a wholly owned subsidiary in Canada (Kubota Canada Limited "KCL"). KCL supports Canadian sales and distribution. Innovating products since 1890, Kubota continues today to innovate and bring new products and technology into the marketplace. One example is Kubota's revolutionary common rail system with exhaust gas recirculation (EGR), and diesel particulate filter (DPF) muffler. This combination produces more torque at low rpm's with less emissions and better fuel efficiency. This innovation is used across our products where possible. Another example is our inventive glide steer technology, found on our GR series of mowers. These mowers also feature Reverse Awareness Systems (KRS) for additional safety when mowing in reverse. These are but a few examples in action of Kubota's philosophy of creating new and innovative products that are dedicated to preserving our environment and life. Kubota continues to innovate and serve its customers today with the number one selling sub-compact tractor, mini excavator, diesel utility vehicle, and diesel engine in the United States along with a varied and respected product offering. Kubota's core values of dedication to food, water and life are tied to serving our customers. Our company is committed to working for the development of society by drawing on all our capabilities and know-how to offer superior products and technologies. Kubota's business philosophy and primary objective is not sales and profits, rather, to win the trust of our customers and contribute to society in a growing number of ways. Everything we do is for the customer and this can be seen below in the "Kubota Promise". a. Produce state of the art, quality products b. Lead the industry in engineering and technological firsts c. Respect the environment and protect our customer's safety d. Provide uncompromising service e. Listen and respond to the customer's needs f. Value each customer relationship with integrity and respect g. Support professional dealers and retailers h. Manage with vision and leadership Since our founding in 1890, Kubota continues to be a global leader in the products we produce and the markets we serve. Food, water, and the environment are indispensable for human beings. Kubota is looking to the future to support earth and humanity. By contributing products, like the utility vehicles in this proposal, and creating a superior living environment through superior products, technologies, and services, Kubota is living out its core values and business philosophy of being passionate about, and dedicated to food, water, and life.	*

8	What are your company's expectations in the event of an award?	If awarded the Sourcewell contract number 031121, Kubota expects to meet and exceed the expectations of Sourcewell members for products, services, and support. Kubota will position Sourcewell as our first and best solution for cooperative purchasing. Our dedicated National Account Manager for Municipal and Business Development makes our Sourcewell contracts a focus for sales growth throughout the United States and Canada. Kubota is committed to supporting Sourcewell members wherever they are located at a level that meets and exceeds their expectations. Kubota will build into dealer training meetings, Sourcewell member aftersales support, and marketing direction to ensure success. We will engage our 1,100 dealers to promote our contract, and support Sourcewell members to the greatest extent possible. Kubota will engage government entities in the adoption of our Sourcewell contract in place of establishing individual government contracts. Kubota and the National Account Manager for Municipal and New Business will partner with Sourcewell for marketing materials and trade show support. Kubota looks forward to attending and supporting Sourcewell "Get to Know Us" forums and will encourage dealer participation to understand the value of contract purchasing with Sourcewell members. Kubota will incorporate all Sourcewell marketing materials, resources, and tools (e.g. training videos, Talkin' Tactics Webinars, etc.) into dealer education and business development. Lastly, Kubota's expectations are when Sourcewell members reach out to their local Kubota dealer, the dealer knows who they are and how they can help.	*
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.	Financial information has been attached. These documents include general information such as Dun and Bradstreet number and Federal I.D numbers as well as more specific financial information such as creditors and banking information. Beyond the numbers is more tangible evidence of strength and stability. Kubota can demonstrate this financial strength and stability in multiple ways. Kubota pays dividends on its stock. Dividends attract long-term investors and offering them is a sign of financial stability. Additionally, in 2020, Kubota announced a multi-year strategic alliance with Microsoft. Kubota is migrating its IT infrastructure and SAP mission-critical systems onto Microsoft's trusted cloud platform. This investment in long-term company infrastructure streamlines business operations, accelerates innovation, and shifts towards a solution provision model. Furthermore, this investment not only demonstrates financial strength and stability, it allows Kubota to develop AI-based solutions for businesses in the area of food, water, and the environment. Kubota Tractor Corporation's parent company, Kubota Corporation, carries an AA- issuer rating as well as a Long-Term Issue rating of AA-. This very high credit worthiness is supported by excellent factors. The short-term rating is a-1+. This rating denotes a high certainty of fulfillment of short-term obligation. In closing, a copy of the most recently available full year financial report has been included in documentation.	*
10	What is your US market share for the solutions that you are proposing?	Kubota has approximately 34% market share for the solutions being proposed.	*
11	What is your Canadian market share for the solutions that you are proposing?	Kubota's Canadian market share data mirrors that of the United States.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Kubota has never petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) Distributor. Kubota Tractor Corporation was incorporated under the laws of the state of California and is a wholly owned subsidiary of the holding company Kubota North America Corporation which is wholly owned by Kubota Corporation, a Japanese Corporation. Kubota Tractor Corporation and Kubota Canada Ltd sell Kubota equipment to the Kubota dealer network of over 1,100 independently owned Kubota dealerships. These dealers service and sell Kubota products in all 50 states and throughout Canada.	*

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.	No licenses and certifications are required to be held by Kubota. However, our commitment to environmental excellence is witnessed in achieving our ISO 14001 environmental certifications. ISO 14001 certification has been achieved at all domestic sites and 14 production sites in Japan. ISO 14001 certification is an environmental certification issued by the International Organization for Standardization. Additionally, all divisions have achieved ISO 9001 certification. 24 Kubota Group companies whose primary operation is manufacturing have acquired certification. Certifications demonstrate Kubota's commitment to excellence in quality in design, development, and environmental sustainability. Some examples include employing DRBFM, a cross functional disciplined process to evaluate proposed changes to designs. Kubota self-audits quality, quality compliance, cross audits, and audits at short notice. This focus on auditing and compliance is to achieve operational excellence. It is these kinds of actions that result in Kubota's operational excellence and our certifications.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None. There have been no suspensions or debarment in the past ten years.	*

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 • Landscape Business “Twenty for 2020 New Products Award • Pro Tool Innovation Awards – SZ series stand-on mowers • Rental Equipment Register 2020 “Innovative Product Award” – SVL65-2 • Pro Tool Innovation Awards – RTV-XG850 • Diesel International “Diesel of the Year” V5009 – first ever won by a Japanese manufacturer for this European award • “2020 Machine of the Year” Agraheute Audience Choice Award– M7003 • Georgia US Department of Economic Development GEAR Award Transportation Equipment Manufacturer of the Year. 2019 • Best-selling diesel utility vehicle in North America – Power Products Marketing North American Utility Vehicle Market Reports (ranked number one every year since 2004). • The North American Dealers Association (NAEDA) Dealers-Manufacturers survey has ranked Kubota number one, six years in a row. • OEM Off-Highway Research – Worlds #1 selling compact excavator. • Kubota obtained the highest rated "A-List Company" in "CDP Water Security Program". The CDP is an international non-profit organization that conducts researches against companies and governments to reduce greenhouse gases and emissions. • Equipment Watch - Kubota U35-4 compact excavator wins Highest Retained Value Award. • Excellence Award in Environmental Reporting - 23rd annual Environmental Communication Awards co-sponsored by the Japanese Ministry of the Environment and the Global Environment Forum. 2018 • Best-selling diesel utility vehicle in North America – Power Products Marketing North American Utility Vehicle Market Reports. • Environmental Technology and Project Award presented by the Environmental Engineering Committee of the Japan Society of Civil Engineers. • OEM Off-Highway Research – Worlds #1 selling compact excavator. • Excellence Award - CASBEE Sakai Environmental Building Awards for promoting environmentally buildings. • BLUE PROPER Award - Environment Minister Indonesia. This rating is only for companies found operating 100 percent in compliance with environmental regulations. • Green Award - Kubota Environmental Engineering (Shanghai) - Chinese Environmental Conference. • KBS Kubota Co., Ltd. - Environmental Contribution Award presented at the 2018 Logistics Awards sponsored by the Japan Institute of Logistics Systems. • Excellence Award in Environmental Reporting - 22rd annual Environmental Communication Awards co-sponsored by the Japanese Ministry of the Environment and the Global Environment Forum. 2017 • AE50 Outstanding Innovation Award – RTV X1140 Utility Vehicle • Best-selling diesel utility vehicle in North America – Power Products Marketing North American Utility Vehicle Market Reports. • OEM Off-Highway Research – Worlds #1 selling compact excavator. • Green Industry Award from the Thai government. • Kubota obtained the highest rated "A-List Company" in "CDP Water Security Program" in 2017. The CDP is an international non-profit organization that conducts researches against companies and governments to reduce greenhouse gases and emissions. • AGRITECHNICA 2017 – Vicon Extra 7100T GEOMOW – Machine of the Year. • iF International Forum - Design Award – M7001 series 2016 • Japan Institute of Design Promotion – FY2016 Good Design Award. • Best-selling diesel utility vehicle in North America – Power Products Marketing North American Utility Vehicle Market Reports. • OEM Off-Highway Research – Worlds #1 selling compact excavator.	*
17	What percentage of your sales are to the governmental sector in the past three years	Government and education collectively comprise approximately 45% of Kubota’s national accounts program reporting.	*
18	What percentage of your sales are to the education sector in the past three years	Government and education collectively comprise approximately 45% of Kubota’s national accounts program reporting.	*

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 cooperative purchasing contract – 2020 - $34.5mm, 2019 - $33.8mm, 2018 - $26.3mm BuyBoard – 2020 - $8.03mm, 2019 - $9.9mm, 2018 – no contract HGAC cooperative purchasing contract - 2020 - $306k, 2019 - $595k, 2018 - $656k MAPO cooperative purchasing contract - 2020 - $1.4mm, 2019 - $1.7mm, 2018 - $1.16mm Louisiana state contract - 2020 - $199k, 2019 - $3.4mm, 2018 - $3.41mm Oregon state contract - 2020 - $396k, 2019 - $1.2mm, 2018 - $860k New York state contract (adopted Sourcewell contract, volume is included in Sourcewell totals) Pennsylvania state contract - 2020 - $2.07mm, 2019 - $2.2mm, 2018 - $44k	*
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?	Kubota has multiple dealers holding General Services Administration contracts and can be found on https://www.gsaadvantage.gov/advantage/ws/main/start_page?store=ADVANTAGE. While dealer overall sales volumes are visible to Kubota, dealer GSA sales volumes are not reported Kubota.	*

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 *	
Lodi Unified School District	Eric Wise	209-712-6346	*
Eugene Water and Electric Board	Gary Lentsch	503-484-2411	*
Samaritan's Purse	Matt Libby	207-551-8292	*
New York State Natural Heritage Trust	Bill Bohach	631-323-2440	
Auburn University	Malcomb Pegues	251-928-2740	

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 *	
Village of Holley	Government	New York - NY	Construction and grounds maintenance equipment - Kubota equipment purchases	$25,000-$50,000	$763,406	*
Miami Dade Parks and Recreation	Government	Florida - FL	Construction and grounds maintenance equipment - Kubota equipment purchases	$25,000-$50,000	$498,766	*
City of Greensboro	Government	North Carolina - NC	Construction and grounds maintenance equipment - Kubota equipment purchases	$25,000-$50,000	$384,395	*
Town of Fallsburg	Government	New York - NY	Construction and grounds maintenance equipment - Kubota equipment purchases	$25,000-$50,000	$355,798	*
City of Athens	Government	Alabama - AL	Construction and grounds maintenance equipment - Kubota equipment purchases	$25,000-$50,000	$342,345	*

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.	Kubota's sales force is strong and contains employees of our company as well as that of our dealer network numbering over 1,100 locations. Sales coverage is in place for all 50 states as well as Canada by both our dealers and Kubota commercial sales team. Our typical dealer averages four sales representatives leading to dealer sales representation that conservatively averages over 4,000 representatives. Kubota in Canada has 154 dealer locations with similar sales force averages. Additionally Kubota directly employs 51 region sales managers, five district sales managers, and five division sales managers. This Kubota sales force is essential for educating and instructing dealers in promoting and supporting government and education entities. This combined sales effort will also drive new Sourcewell member growth and engagement.	*
24	Dealer network or other distribution methods.	Kubota has five divisions in the United States that is served by three distribution warehouse in Georgia, Kansas, and California. These centers serve and support over 1,100 Kubota dealers serving all fifty states in the United States. In Canada, Kubota has 154 dealers who serve all of Canada.	*
25	Service force.	Kubota places a high level of importance on quality, dependability, and service support. In fact, Kubota dealers average over twice as many service technicians as sales representatives. With each Kubota dealer averaging 9 service technicians, Kubota's dealer network averages over nine thousand service representatives in the United States. Many of these have mobile service vehicles. Kubota's Canadian dealer network has similar averages of service technicians in its 154 dealerships. Kubota internally employs approximately 50 field-based technical service representatives to assist the dealer network with ensuring maximum up time and value for Kubota users. Kubota has stringent dealer requirements to provide strong customer service support and obligations are high. Each dealership is required to have a factory trained service technician on staff at all times. This factory training is facilitated by the Kubota corporate technical service center in Grapevine, TX. A corporate service training staff ensures dealers have access to, and take advantage of, world-class service training. Every dealer is also required to participate annually in service training school which last multiple days. These requirements ensure Kubota dealers meet our stated service goals and expectations.	*
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.	Kubota has created a one-step process for customer service for Sourcewell members. Sourcewell members with one call or email can easily access parts, service, warranty work, or training locally with their servicing dealer. Kubota dealers are ready to make the process simple and quick for Sourcewell members. Dealers are responsible to in turn work with Kubota directly to provide the best parts and service turnkey solution for Sourcewell members. Our customer service model places the responsibility on the dealer, not the Sourcewell member, to understand and deal with the processes behind the scenes. Kubota's high expectations of its dealer networks extend to customer service and helping Sourcewell members with this quick and easy customer service process.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Kubota will provide service and support to Sourcewell members in all 50 states in the United States.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Kubota Canada Ltd. is able to provide to Sourcewell members service and support in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic restrictions in the United States or Canada. There are no participating Sourcewell entities that Kubota will not be fully serving.	*
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?	There are no participating Sourcewell entities that Kubota will not be fully serving. Kubota will support all Sourcewell members equally and fully.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions to supporting Sourcewell members in Alaska and Hawaii. Kubota has dealers located in both states to support Sourcewell members.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Growth in government, non-profit, and education verticals has become a priority for Kubota corporately. Part of our strategy to grow these verticals is to track performance in these areas. Performance is now measured and is a key performance indicator for the Kubota corporate and region sales team and incorporated into their individual management plans. This demonstrates Kubota's commitment and desire for marketing our Sourcewell contracts locally, regionally, and nationally. We will leverage our extensive dealer network and corporate sales team to promote Sourcewell at all levels. For local marketing, Kubota will ensure our 1,100 plus dealers are made aware immediately of this contract if awarded. An electronic dealer sales bulletin will be issued that will update our entire dealer network as soon as possible. This puts several thousand Kubota dealer sales team members into motion marketing our contract locally if a contract is awarded. Further, Kubota will incorporate the new Sourcewell Supplier Portal into our dealer training and encourage dealers to utilize this tool. This portal will help our dealers sales teams as well as Kubota's corporate sales team get what they need, when they need it for information regarding our Sourcewell contracts. Engaging and supporting our dealers will drive marketing Sourcewell on a local level. Kubota's in-house, full-time marketing team will assist in creating engaging marketing materials as needed for dealers. Setting up dealers for success will ensure successful marketing at the local level. To this previous point, dealer training will be a priority in marketing this contract. We will incorporate this contract, if awarded, into our web-based dealer training. An important part of this training is leveraging our dedicated web-based dealer quote tool specifically designed for our Sourcewell contracts. This quote tool is prepopulated by Kubota with the agreed upon products and pricing to help eliminate errors in pricing to Sourcewell members. This helps dealers focus solely on marketing to Sourcewell members and building quick and accurate turn-key solutions. Part of contract engagement is also making our dealers aware of and encouraging dealers to participate in local Sourcewell events. Our corporate national accounts team attends local, regional, and national Kubota dealer meetings to market Sourcewell and make sure our dealers are fully equipped to support Sourcewell members. Kubota corporately will take ownership of marketing Sourcewell on a regional and national basis. Our dedicated National Account Manage for Municipal and New Business will drive our marketing, promoting, and supporting events in government entities; public and private, K-12 schools, colleges, universities, and non-profit organizations. Kubota is an eco-system of high expectations. We will carry these high expectation into marketing Sourcewell solutions.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Kubota has integrated digital resources into dealer training and education to support current Sourcewell contracts and this current proposed solution. Training videos are available online to help dealers understand and identify how to serve Sourcewell members and grow our business utilizing the Sourcewell contract. Dealers are instructed in how the process works and can be integrated into their individual dealer sales plans. Additionally, we have created dealer facing quotation tools dedicated to our Sourcewell contract to ensure ease of use and accuracy of information provided to Sourcewell members.	*
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?	Kubota views Sourcewell as a partner in promoting a contract that would arise from this RFP. Kubota's experience is in the products, services and turnkey solutions we have created for the Grounds Maintenance contract. Sourcewell's experience is in facilitating competitive solicitations leading to solutions that empower community success. This partnership between Sourcewell and Kubota would deliver a world class, turnkey solution to Sourcewell members if a contract arises from this RFP. Sourcewell is our partner for contract adoption, promotion, and education. Kubota will partner with Sourcewell in seeking state adoption and acceptance of Sourcewell solutions. Sourcewell partnering with us in GTKU's has been and will continue to be effective in dealer sales education. We expect Sourcewell to continue creating content and marketing material we can use to promote Sourcewell in general and our solution specifically. We expect Sourcewell to continue engaging our dealers in person at our annual dealer meetings. Lastly, we will continue to expect to rely on our contract manager for input and guidance regarding our solutions. We expect a partnership in promoting, educating, and engagement so both organizations grow together.	*
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.	An e-procurement system is not currently in place. However, Kubota does use an e-quoting tool to ensure speed and accuracy for Sourcewell members. The complexity and customization involved in building solutions for Sourcewell members requires a consultative approach to best design individualized solutions for Sourcewell members. Working with dealers to fully understand the local terrain and environment, as well as taking advantage of the expertise of our local dealer network best serves Sourcewell members. The ability to use local dealers to tailor local member requirements with the available products, options, and services for Sourcewell members provides a distinct advantage over e-procurement.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is available for all products found in this contract through our dealer network. Training is tailored to the Sourcewell member's existing knowledge and requirements. Operator training is provided for every member upon delivery of each product. More advanced levels of training are available upon request. Other training such as additional on-site training may be requested by Sourcewell members. This training may be discussed with dealers and provided as an additional line-item in a Sourcewell member quote.	*
37	Describe any technological advances that your proposed products or services offer.	Innovation in technology is common and ongoing within our company. Kubota utilizes fuel efficient engine systems (water cooled diesel common rail systems and gasoline EFI). This is advanced electronic fuel injection systems which is an advancement from carburetors. EFI systems are more fuel efficient, constantly adjusting for air to fuel ratios. This burns less fuel and creates less pollutants and waste. Kubota also uses electronic fuel injection, otherwise known as common rail systems, in our diesel engines. Common rail systems and our Kubota Eco-Plus system prioritizes fuel economy, lowers noise and excess vibration providing for the health of the operator and our environment. Because of our technological advances, many of our competitors choose to use Kubota engines in their products. Concerning lawn, garden, and grounds maintenance care, Kubota's mulching systems on all products improve grass health, not requiring disposal. Kubota's technological advances are focused on fuel efficiency, reducing waste, pollution, and improving not just products performance, but improving our environment.	*
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.	Kubota's has a deep commitment to green initiatives. In 1995 Kubota began the internal Environmental Audit System for environmental protection in accordance with standards stricter than existing laws and regulations and towards continuous environmental improvement. All domestic establishments achieved ISO 14001 environmental certifications from the International Organization for Standardization. In 2010 Kubota was certified as an Eco-First Company by Japan's Ministry for the Environment. The Kubota Group has established a Kubota Group Environmental Charter as well as involvement with environmental conservation activities and setting medium and long-term environmental conservation targets. These targets have resulted in actions that have achieved results. 2019 in comparison to 2014 has achieved the following results. CO2 emission per unit produced has been reduced by -17.1%. Energy use per unit of production was reduced by -14.3%. Waste discharge has reduced by -10% per unit of production. Water consumption per unit of production was reduced by -19.5%. VOC's (volatile organic compounds) was reduced per unit of production by -38.1% Our long-range plans and immediate actions of the present demonstrate Kubota's commitment to reducing CO2 and VOC emissions, reducing waste, conserving water, and preserving our environment. "For Earth, For Life", it is more than our motto, it is what we do. https://www.kubota.com/sustainability/environment/active/index.html	*
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.	All products in the proposed solution meet or exceed the highest applicable Environmental Protections Agency requirements and certifications.	*
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.	No proposal for this section.	*

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?	A unique attribute to Kubota is its blending of commitment to the environment with its commitment to improving our products. Progress and advancements in technology, design, and safety enhancement, go hand in hand in product improvements with environmental considerations in mind. Kubota designs safety into our products. 3M activity or method, man, machinery is employed in our design. Further, ISE or inherently safe equipment is a better choice compared to machinery lacking similar design considerations. This is, machinery designed with fewer ways of causing harm. Seeking continuous improvement is foundational to Kubota's philosophy and practice. Our company employs DRBFM, a cross functional disciplined process to evaluate proposed changes to designs. Kubota self-audits quality, quality compliance, cross audits, and audits at short notice. This focus on auditing and compliance is to achieve operational excellence and continuous improvement. 5-gen and PDCA (plan, do, check, act) continuous improvement is used in manufacturing and operations. Hydrostatic power steering, common rail systems, and reverse awareness systems and cameras, are just a few of the many, many features, all introduced and interwoven as a result of a focus on enhanced safety, performance, and concern for the environment. This is a unique attribute in our industry. Lastly, Kubota manufactures and/or markets products in more than 130 countries. This footprint that extends around the globes allows our company to pool “best practices” from across many languages, cultures, and geographic regions. We pool these ideas and innovations and share them across the entire business. This unique attribute of viewing people, products, and the environment as interrelated and global, is a unique attribute shared with Sourcewell members. Kubota is more than part of a supply chain; Kubota is part of a global value chain.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes. Warranty documents providing detail are included in this proposal.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty details are provided in the warranty guide. The warranty guide is fully instructive in warranty details. Abuse and neglect for example are not covered under warranty.	*
44	Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?	Travel time and mileage are not under the coverage of warranty. However, if Kubota issues a recall there may be reimbursement for travel time and/or mileage paid to the dealer/technician.	*
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?	Every authorized Kubota dealer is required to have one factory trained technician on staff. With 1,100 dealers in the United States with coverage in all 50 states as well as 154 dealers in Canada, Kubota dealers are well positioned to serve Sourcewell members with factory trained technicians. Kubota dealers are responsible to service and support all sales made by the dealer. Service for warranty repairs for Sourcewell members are made by the servicing dealer. Should, on a rare occasion, a dealer have difficulty due to remoteness or other circumstance, Kubota and the servicing dealer will work together to find resolution.	*
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?	No items in our proposal are made by other manufacturers. Kubota is the sole manufacturer for all products in our proposal. All Kubota products are covered by a Kubota warranty.	*
47	What are your proposed exchange and return programs and policies?	All sales are final. However, at its discretion, Kubota may choose to work with a Sourcewell member if they purchase a product that is not matched to their needs. Kubota reserves the right to accept or deny any request for returns or exchanges. Please note, Kubota’s number one dealer rating six years in a row by The North American Dealers Association (NAEDA) Dealers-Manufacturers survey speaks to our ability and willingness to resolve most any issue that arises. Lastly, any items found to be warrantable will be provided for under the terms of the warranty statement.	*
48	Describe any service contract options for the items included in your proposal.	Service contract options will be quoted as Open-Market items by local Kubota dealers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Terms of sale are net thirty days.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Kubota offers financing and leasing options to Sourcewell members through Kubota Credit Corporation.	*
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.	The proposed order process is established to best support Sourcewell members by letting members work closely with their local supporting Kubota dealers throughout the order process. Kubota dealers are included in our response. The process flow below describes both the Sourcewell member order process as well as the internal order process between Kubota and dealers. Sourcewell member process flow: • Sourcewell members contact their local Kubota dealer or Kubota Tractor Corporation directly for a quote. Additionally, Kubota dealers proactively marketing the Sourcewell contract may become aware of a need or quote request. If non-Sourcewell members request a quote, dealers have been instructed how to help prospective and qualifying non-members become a Sourcewell member. • The local Kubota dealer will provide the existing or new Sourcewell member with a Kubota authorized Sourcewell quote. This quote is created using the Kubota authorized dealer quote tool. • If Sourcewell members decide to move forward and acquire a Kubota product, Sourcewell members will issue a purchase order made to the Kubota dealer. • The servicing dealer will fulfill the order either from their dealer inventory, or the dealer will order the product from Kubota in the event the product is not located in the servicing dealer inventory. • The product is shipped to the Kubota dealer for the required inspections and any preparation needed for the Sourcewell member. • Delivery is coordinated with the Sourcewell member and upon delivery, operating instructions are reviewed and dealers assist with all needs and questions by the Sourcewell member. Sourcewell member satisfaction is ensured before the process moves on. The process continues and turns internally between Kubota and dealers. Kubota/Dealer process flow: • Dealers will settle the purchased unit indicating the sale is to a Sourcewell member in order to receive credit for the sale. • The supporting dealer will provide Kubota the quote as well as the Sourcewell member purchase order for reference. • Kubota will create quarterly reports for dealer sales to Sourcewell members. Kubota will submit this report to Sourcewell quarterly. • Kubota makes payment to Sourcewell based on the agreed upon administrative fee. For reference, this process is the currently established process for Sourcewell contract 040319.	*
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?	Kubota dealers may, at their discretion, accept the P-card procurement and payment process. Kubota encourages dealers to accept the P-card and encourages Sourcewell members to consult with their local supporting dealer for participation.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Kubota will offer a specific discount from published list price for each series and product family in our proposed solution. These discounts from MSRP can be found in the supporting pricing documentation submitted in the documents step.	*
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.	Kubota will offer a specific discount from published list price for each series and product family in our proposed solution. These discounts from MSRP can be found in the supporting pricing documentation submitted in the documents step. The discount from published list price is as follows: Tractors B series – 22% BX series – 22% L series – 22% M series – 22% Turf F series – 22% GR series – 22% T series – 22% Z series – 22% TLB series - B26, L47 & M62 – 22% Land Management Disc mowers – 22% Rotary tedders – 22% Rotary rakes – 22% Spreaders – 22%	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Kubota offers best and last pricing for individual units without requiring Sourcewell members to buy in volume or apply for rebates after the sale.	*
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.	Requests for open market “sourced” or non-standard items can be added to Sourcewell members quotes at their request. Acceptance of these quoted sourced/non-standard items will be at the discretion of Sourcewell members.	*
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.	Pre-delivery inspections and freight will be shown on all Sourcewell member quotes to ensure complete costs transparency prior to acquisition. These items will be shown clearly as line items on the quote form. All common accessories and attachments have a standard labor time associated with the installation of accessories. Dealer labor rate will vary due to regional economic differences (e.g. Seattle, WA labor rates are typically higher than Greenville, SC). Kubota reviews all dealer labor rate differences and ensures that all dealer rates are justified and compliant with normal regional economic conditions. Kubota strives to maintain a labor rate relative to $100/hr. All charges will be turnkey solutions with no hidden costs and will be clearly identified on all Sourcewell members quotes prior to solution acquisition.	*
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.	Freight charges will be shown on every Sourcewell member quote prior to acquisition. Kubota’s proposed solution includes many various models with great weight and size disparities (e.g. a BX1880 tractor weighs 1,407lbs, an M6 tractors weighs 11,387lbs). These will be shipped from east coast, west coast, and central US warehouses to all 50 states, territories, Canada, and wherever Sourcewell members are located. A flat rate charge to ensure costs are covered would be prohibitively and artificially high. Our solution is a freight pricing model of showing freight charges tailored by size, model, weight, to a specific location. This solution best address the logistical variances in supporting all Sourcewell members equally.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The freight pricing model for Alaska Hawaii, Canada, and all offshore deliveries will be to show all freight charges on Sourcewell member quotes prior to acquisition. Freight in Canada by Kubota Canada Ltd. will follow this process. Freight for Hawaii and Alaska will be provided by a freight forwarder and shown on all quotes prior to acquisition.	*

60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	A unique aspect of Kubota's distribution method is having new forward inventory placed within our Kubota dealer network. Many products, attachments, accessories, and solutions are already in place and close to Sourcewell members within our 1,100+ location dealer network. This allows for Sourcewell members to visit local dealers and many times have a hands-on opportunity with a solution prior to acquisition. While Kubota does ship products from its three US warehouses (California, Georgia, and Kansas) and one in Canada (greater Toronto area), this access to solutions locally is an added benefit to Sourcewell members. Additionally, have a local, servicing dealer allows for specialization of products to meet local and unique Sourcewell member needs and requirements prior to delivery (e.g. dealers based in and familiar with local subzero winterization requirements).	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as 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.	Kubota self-audits multiple product group's regularly reviewing and auditing pricing along with our digital marketing group that manages our electronic pricing database. In addition, the National Accounts group regularly reviews dealer quoting for pricing accuracy. These multiple layers of self-audit and review elevate accuracy and compliance. Kubota dealers are not paid for their sales using the Sourcewell program without submitting all of the required information to report accurately on the Sourcewell contract usage reports. This information is in turn downloaded to create our usage reports for the Sourcewell program. This series of overlapping auditing for pricing and reporting drives contract compliance.	*
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.)	Kubota proposes paying a 1.5% administrative fee of total sales less freight, assembly fees, and pre-delivery inspection fees for Kubota products only.	*

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.	The solutions being proposed by Kubota are broad and encompassing of professional grounds maintenance requirements. Kubota's turnkey solutions of whole goods, equipment, attachments, accessories, and related services as they relate to grounds maintenance is well established around the world for both professionals and consumers. Kubota offers in this proposal turf management with walk-behind mowers as small as 21 inches in cutting width up to over 13 feet in cutting width using disc mowers and many various sizes in between. This solves for mower cutting jobs as small as imaginable while providing extensive cutting widths across the range of 21 inches to 13 feet. Our solutions solve for the smallest and tightest areas (zero turn mowers) in grounds maintenance in and around walkways, landscaping, lawn and garden maintenance, up through large tracts of acreage needing to be maintained. This proposal includes small walk behind mowers, small riding mowers, mid-size lawn and garden tractors, commercial zero–turn mowers in both gas and diesel. All of these products are built by Kubota and Kubota engineered for professional performance. This proposal also includes a wide variety of tractors, attachments, and accessories. These tractors range in size from 1,407lbs to 11,387lbs. This range empowers Sourcewell members with a comprehensive selection of tractors and attachments suited to their specific needs. The tractors come with a sweeping assortment of accessories and attachments. These include but is not limited to, loaders, backhoes, buckets, grapple buckets, snow blowers, sweepers, a wide range of mower decks and grass mulching and catchers, forklift attachments, straight blades, angled blades. The loaders and backhoe options in this proposal offer ground engaging ability to dig, push and move material in professional grounds maintenance. Fork lift attachments for tractors provide forklift capability for moving product as needed. Lastly, while our mowing solutions maintain small to medium land size, our land management solutions solve for maintenance of large swaths of acreage. This is done with next generation disc mowing that moves on from sickle bar mowing. Disc mowing is better suited to fine-stemmed grasses leaving a clean evenly maintained area. With our many models, sizes, and series, of disc mowers, tedders, rakes, etc., along with options, accessories, attachments, and services, this proposal is broad in scope and robust enough to support any professional grounds maintenance requirements.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Along with the many various whole goods in this proposal is a long list of attachments, accessories, options, and services. These may be referred to as subcategories. The literature provided in additional documents shows these subcategories in better detail.	*

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	Lawn and garden equipment, tools, attachments, and accessories	(•) Yes ( ) No	Full spectrum of lawn, sod, grounds, and garden equipment and tools.	*
67	Irrigation systems, equipment, parts, and related installation and maintenance services	(•) Yes ( ) No	Our solutions (ground engaging) can be used to install irrigation systems	*
68	Beach and waterfront maintenance equipment and accessories	(•) Yes ( ) No	The products we offer in our proposed solution can be used for grounds maintenance along waterfront areas.	*
69	Accessories, parts, and services related to the solutions described above, including maintenance or repair, and warranty programs	(•) Yes ( ) No	Full assortment and wide variety of attachments and accessories for grounds maintenance as well as service and training.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
70	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.	Kubota produces multiple sales reports on a monthly basis including our sales volume numbers for the Sourcewell contract. Our main report is the National Accounts Month End report. This report lists all of our sales through the national accounts programs in terms of dollar volume and model mix. Kubota Executives, Middle Management and Field Sales reps review the report(s) and monitor their dealer and dealer group performance with the Sourcewell contract. We also produce a contract usage report that is sorted by Region Sales manager so that each RSM has visibility to the dealers under his responsibility that are and are not using the contract to its fullest potential. Corrective action in the form of sales training is created for underperforming dealers. Sourcewell is a specific call out line item on all National Account sales reports and is thoroughly reviewed by all levels of management for increased monthly/yearly performance.	*
71	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	Serviceability in the way of after sale support for Sourcewell members is easy and robust. With an extensive dealer network across the United States and Canada waiting to support Sourcewell members, the serviceability of the solutions proposed by Kubota is comprehensive. Local dealers will provide local expertise for parts, warranty work as well as regular service internals as needed. Our dealers are experts in our products. Sourcewell members will be able to sit down with these localized experts and map out any turnkey solution needed. Every Kubota dealer is required to have a factory trained technician on staff. To support this, Kubota dealers are required to participate annually in service school training. To also help ensure a high level of serviceability for parts, Kubota has added a parts component to measuring our dealers performance. The goal is to incentivize Kubota dealers to have parts on the shelf when needed. Parts on the shelf, factory trained technicians, and local experts in the solutions in this proposal ensure a high level of serviceability and dependability waiting for Sourcewell members.	
72	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	Advancements are ongoing and constant as is total operational improvement. Some examples of our advancements follow here. Kubota has developed Reverse Awareness Systems for our GR series of mowers. These advancements enhance safety when mowing in reverse. Regarding life-cycle and longevity, Kubota offers multiple year warranties as standard for many products. For products with standard one year warranty's, most all products have extended warranty's available to Sourcewell members. Another advancement is Kubota's exclusive "Swift-Tach" loaders which allow for safe and easy removal and installation. "Swift-Connect" backhoes are likewise designed and performance matched for ease and safety. Another example of an advancement is the industry-exclusive optional one-lever quick couplers found on the LX series of tractors in this proposal. Likewise is the industry-exclusive mechanical self-leveling kit for easier material handling capabilities. Kubota engines with their next generation common rail systems and electronic fuel injections are examples of advancements that improve fuel cost savings and environmental enhancement. Throughout Kubota's product offering, our products are engineered to provide durable long life that reduce down time as well as minimize lifetime costs. The previous are but a few of the product advancements that will serve Sourcewell members.	

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.

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:

    a. 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;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

c. 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. - Rusty Pugh, National Account Manager Municipal and New Business, Kubota Tractor Corporation

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_11_ Grounds_Maintenance_Equipment_RFP_031121 Thu March 4 2021 06:08 PM	☑	2
Addendum_10_ Grounds_Maintenance_Equipment_RFP_031121 Thu February 25 2021 01:00 PM	☑	1
Addendum_9_ Grounds_Maintenance_Equipment_RFP_031121 Tue February 23 2021 10:33 AM	☑	1
Addendum_8_ Grounds_Maintenance_Equipment_RFP_031121 Mon February 22 2021 10:21 AM	☑	2
Addendum_7_ Grounds_Maintenance_Equipment_RFP_031121_CDR_Suggests Wed February 17 2021 09:01 AM	☑	1
Addendum_6_ Grounds_Maintenance_Equipment_RFP_031121 Tue February 16 2021 11:03 AM	☑	1
Addendum_5_ Grounds_Maintenance_Equipment_RFP_031121 Fri February 12 2021 03:14 PM	☑	1
Addendum_4_ Grounds_Maintenance_Equipment_RFP_031121 Tue February 2 2021 02:12 PM	☑	1
Addendum_3_ Grounds_Maintenance_Equipment_RFP_031121 Thu January 21 2021 03:47 PM	☑	2
Addendum_2_ Grounds_Maintenance_Equipment_RFP_031121 Wed January 20 2021 02:02 PM	☑	1
Addendum_1_ Grounds_Maintenance_Equipment_RFP_031121 Tue January 19 2021 03:36 PM	☑	1

DocuSign Envelope ID: 40429D94-F635-44BD-A539-16DC297C80D9

AMENDMENT #1
TO
CONTRACT #031121-KBA

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Kubota Tractor Corporation** (Supplier).

Sourcewell awarded a contract to Supplier to provide Grounds Maintenance Equipment, Attachments, and Accessories with Related Services, to Sourcewell and its Participating Entities, effective April 28, 2021, through April 30, 2025 (Contract).

The parties wish to amend the following terms within the Contract.

1. Section 6. Participating Entity Use and Purchasing–Subsection B. Additional Terms and Conditions/Participating Addendum, of the Contract, is deleted in its entirety and replaced with the following:

   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 Participating Entity and the Vendor, or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Director of Operations/CPO

Date: 4/22/2022 | 11:25 AM CDT

Kubota Tractor Corporation

By: DocuSigned by: Rusty Pugh 89D8A8D8BEC744A...

Rusty Pugh, National Accounts Manager

Date: 4/22/2022 | 8:27 AM PDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette, Executive Director/CEO

Date: 4/22/2022 | 11:37 AM CDT

Equipment Type	Model	Series	Discount
Tractors	Tractors	B	22%
Tractors	Tractors	BX	22%
Tractors	Tractors	L	22%
Tractors	Tractors	LX	22%
Tractors	Tractors	M	22%
Tractors	Tractors	MX	22%
Turf	Residential/Commercial Mower	F	22%
Turf	Residential/Commercial Mower	GR	22%
Turf	Residential/Commercial Mower	T	22%
Turf	Residential/Commercial Mower	Z	22%
Turf	Residential/Commercial Mower	SZ	22%
Turf	Residential/Commercial Mower	W	22%
Turf	Residential/Commercial Mower	ZG	22%
Turf	Residential/Commercial Mower	ZD	22%
Tractor/Loader/Backhoe	Tractor/Loader/Backhoe	TLB	22%
Land Management	Disc Mowers	DM	22%
Land Management	Rotary Tedders	TE	22%
Land Management	Rotary Rakes	RA	22%
Land Management	Spreaders	VS	22%

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:5/9/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Global Industries Inc for office furniture for OPR at 200 Government St..

General fund.

Amount of Contract:

$36,684.03

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

ATTACHMENTS:

Description	Type	Upload Date
20230504 Global Agenda Package POs	Cover Memo	5/4/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	5/4/2023 - 2:21 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
7906	2023	(3032) ARCHITECTURAL ENGINEERING	OFFICE FURNITURE FOR OPR AT 200 GOVERNMENT ST (TIPS COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$36,684.03	(073476) GLOBAL INDUSTRIES INC

Adopted:

_____
City Clerk

Bill To	Requisition 00007906-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GLOBAL INDUSTRIES INC	OFFICE OF PROF. RESPONSIBILITY
17 WEST STOW RD	200 GOVERNMENT ST ATTN: KIM
	3RD FLOOR (OPR)
	MOBILE, AL 36602
MARLTON, NJ 08053	zirlottk@cityofmobile.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	BRENDA PARKER
	Deliver To
	OFFICE OF PROF. RESPONSIBILITY
	200 GOVERNMENT ST ATTN: KIM
	3RD FLOOR (OPR)
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/23	073476				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER TIPS CONTRACT #200301.			
	INSTALLATION DEALER: OFFICE EQUIPMENT COMPANY ATTN: NANCY BRAMLETT.			
001	TABLE ROUND, LKD442DIA42"Dia x 29"h, Laminate, Round Top, 4 Legged Base w/ Adjustable Glides, Leg Assembly Includes Beams and Connectors, KADIN TABLES -KEDGKadin Laminate Edge Finishes NGLM-Noce Grigio -KEDGKadin Top Thickness/ Edge Options for Laminate Models BF-1" Top, Standard Edge -KCORKadin Comer Options for Laminate Tables (STD) 1" Radius at Each Corner ~KBEAMKadin Beam Finishes CHRM-Charcoal -KLEGKadin Leg Finishes CHR2-Charcoal Grommet/Electrical Not Required - Center Position ~STDNon-GSA (Commercial Furniture Offering) -KrOPKadin Laminate Top Finishes NGL1-Noce Grigio GLB, #LKD442DIA	1.00 EACH	959.64000	959.64
	Additional Description Notes			
	PER YOUR DATED 03.31.23 PROJECT #230084			

Bill To	Requisition 00007906-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
GLOBAL INDUSTRIES INC	OFFICE OF PROF. RESPONSIBILITY
17 WEST STOW RD	200 GOVERNMENT ST ATTN: KIM
	3RD FLOOR (OPR)
	MOBILE, AL 36602
MARLTON, NJ 08053	zirlottk@cityofmobile.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	BRENDA PARKER
	Deliver To
	OFFICE OF PROF. RESPONSIBILITY
	200 GOVERNMENT ST ATTN: KIM
	3RD FLOOR (OPR)
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/23	073476				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	TIPS CONTACT #200301			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E E0158 .OPERSUPPLS. .			959.64
	Ship To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
	Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
002	DESK BOW TOP Z3672FB3L, 36"d x 72"wx 29.S"h, Single Pedestal, Bow Top Desk, Box/Box/File Left, Faux Pedestal Right, ZIRA (STD) Thermally Fused Laminate, High Performance (1" T... -ZTOPZira Top Finishes NGL1-Noce Grigio ~ZCHASSZira Chassis Finishes NGL2-Noce Grigio A3F-1" Top,	1.00 EACH	924.00000	924.00

Bill To	Requisition 00007906-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
GLOBAL INDUSTRIES INC	OFFICE OF PROF. RESPONSIBILITY
17 WEST STOW RD	200 GOVERNMENT ST ATTN: KIM
	3RD FLOOR (OPR)
	MOBILE, AL 36602
MARLTON, NJ 08053	zirlottk@cityofmobile.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	BRENDA PARKER
	Deliver To
	OFFICE OF PROF. RESPONSIBILITY
	200 GOVERNMENT ST ATTN: KIM
	3RD FLOOR (OPR)
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/23	073476				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Standard Edge Laminate Full to Floor Modesty (STD) Handle Option HVM-Square Edge Handle - Silver SIM-Silver Lock CAC-Lock Cap, No Core Grommet/Electrical Not Required - Left Position Grommet/Electrical Not Required - Center Position -POS3Grommet/Electrical Cut-Out Options - Right Position AG3M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accept... Grommet/Electrical Not Required - Custom Grommet Loca.. Non-GSA (Commercial Furniture Offering) GLB, #Z3672FB3L			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E E0158 .OPERSUPPLS. .			924.00

Ship To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
3RD FLOOR (OPR)
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Deliver To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM

Bill To	Requisition 00007906-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 zirlottk@cityofmobile.org Delivery Reference BRENDA PARKER Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/23	073476				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	3RD FLOOR (OPR) MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
003	DESK BOW TOP, Z3672FB3R 36"d x 72"w x 29.5"h, Single Pedestal, Bow Top Desk,OFFICE 2-3 (STD) Thermally Fused Laminate, High Performance (1" T... ~ZTOPZira Top Finishes NGL1-Noce Grigio ~ZCHASSZira Chassis Finishes NGL2-Noce Grigio A3F-1" Top, Standard Edge Laminate Full to Floor Modesty (STD) Handle Option HYM-Square Edge Handle - Silver SIM-Silver Lock CAC-Lock Cap, No Core ~POS1Grommet/Electrical Cut-Out Options - Left Position AG1M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accept... Grommet/Electrical Not Required - Center Position Grommet/Electrical Not Required - Right Position Grommet/Electrical Not Required - Custom Grommet Loca... ~STDNon-GSA (Commercial Furniture Offering) GLB, #Z3672FB3R	2.00 EACH	924.00000	1848.00

Bill To	Requisition 00007906-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 zirlottk@cityofmobile.org Delivery Reference BRENDA PARKER Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/23	073476				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.44020. E E0158 .OPERSUPPLS. .			1848.00

Ship To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
3RD FLOOR (OPR)
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Deliver To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
3RD FLOOR (OPR)
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

004	BOOKCASE ZHBC72 12”d x 36”w x 71. 9"h, Bookcase w/ 1 Fixed and 3 Adjustable OFFICE 1-4 Shelves, ZIRA ~ZTOPZira Top Finishes NGL1-Noce Grigio A3F-1" Top, Standard Edge ~ZBASEZira Storage Base Finishes NGL2-Noce Grigio ~STDNon-GSA (Commercial Furniture Offering) GLB, #ZHBC72	4.00 EACH	506.00000	2024.00

1 2000.80.00.0000.0000.0000.0000.0000.44020.

Bill To	Requisition 00007906-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 6

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 zirlottk@cityofmobile.org Delivery Reference BRENDA PARKER Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/23	073476				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
E	E0158 .OPERSUPPLS. .			2024.00

Ship To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
3RD FLOOR (OPR)
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Deliver To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
3RD FLOOR (OPR)
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

LN	Description / Account	Qty	Unit Price	Net Price
005	FILE DRAWERS, Z36M54F 20"d x 36''w x 53"h, Storage Modules w/ 4 File Drawers, ZIRA -ZTOP NGL -ZBASE NGL A3 -HAN HV CA (STD) Thermally Fused Laminate, High Performance (1" T., Zira Top Finishes 1-Noce Grigio Zira Storage Base Finishes 2-Noce Grigio F-1" Top, Standard Edge Handle Option (Required) P-Square Edge Handle - Silver File Drawer (STD) File Drawer (STD) File Drawer (STD) File Drawer	4.00 EACH	1250.92000	5003.68

Bill To	Requisition 00007906-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
GLOBAL INDUSTRIES INC	OFFICE OF PROF. RESPONSIBILITY
17 WEST STOW RD	200 GOVERNMENT ST ATTN: KIM
	3RD FLOOR (OPR)
	MOBILE, AL 36602
MARLTON, NJ 08053	zirlottk@cityofmobile.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	BRENDA PARKER
	Deliver To
	OFFICE OF PROF. RESPONSIBILITY
	200 GOVERNMENT ST ATTN: KIM
	3RD FLOOR (OPR)
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/23	073476				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	(STD) C-Lock Cap, No Core Non-GSA (Commercial Furniture Offering) GLB, #Z36M54F			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E E0158 .OPERSUPPLS. .			5003.68
	Ship To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
	Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
006	DESK Z3672F3L -ZTOP NGL -ZCHASS NGL A3 HV SI CA -POS3 AG3 -STD 36"d x 72”w x 29.5"h, Single Pedestal, Rectangular Top Desk, Box/Box/File Left, Faux Pedestal Right, Hutches Cannot be Used on Desk, ZIRA (STD) Thermally Fused	3.00 EACH	885.72000	2657.16

Bill To	Requisition 00007906-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
GLOBAL INDUSTRIES INC	OFFICE OF PROF. RESPONSIBILITY
17 WEST STOW RD	200 GOVERNMENT ST ATTN: KIM
	3RD FLOOR (OPR)
	MOBILE, AL 36602
MARLTON, NJ 08053	zirlottk@cityofmobile.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	BRENDA PARKER
	Deliver To
	OFFICE OF PROF. RESPONSIBILITY
	200 GOVERNMENT ST ATTN: KIM
	3RD FLOOR (OPR)
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/23	073476				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Laminate, High Performance (1" T.. Zira Top Finishes 1-Noce Grigio Zira Chassis Finishes 2-Noce Grigio F-1" Top, Standard Edge Laminate Full to Floor Modesty (STD) Handle Option M-Square Edge Handle - Silver M-Silver Lock C-Lock Cap, No Core Grommet/Electrical Not Required - Left Position Grommet/Electrical Not Required - Center Position Grommet/Electrical Cut-Out Options - Right Position M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accept... Grommet/Electrical Not Required - Custom Grommet Loca.. Non-GSA (Commercial Furniture Offering) GLB, #Z3672F3L			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E E0158 .OPERSUPPLS. .			2657.16

Ship To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
3RD FLOOR (OPR)
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Deliver To

Bill To	Requisition 00007906-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	 Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 9

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 zirlottk@cityofmobile.org Delivery Reference BRENDA PARKER Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/23	073476				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
007	DESK RECTANGULAR TOP, Z3672F3R36"d x 72''w x 29.5"h, Single Pedestal, Rectangular Top Desk, Box/Box/File Right, Faux Pedestal Left, Hutches Cannot be Used on Desk, ZIRA (STD) Thermally Fused Laminate, High Performance (1" T.. -ZTOPZira Top Finishes NGL1-Noce Grigio -ZCHASSZira Chassis Finishes NGL2-Noce Grigio A3F-1" Top, Standard Edge Laminate Full to Floor Modesty (STD) Handle Option HVM-Square Edge Handle - Silver SIM-Silver Lock CAC-Lock Cap, No Core ~POS1Grommet/Electrical Cut-Out Options - Left Position AG1M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accept.. Grommet/Electrical Not Required - Center Position Grommet/Electrical Not Required - Right Position Grommet/Electrical	4.00 EACH	885.72000	3542.88

Bill To	Requisition 00007906-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 10

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 zirlottk@cityofmobile.org Delivery Reference BRENDA PARKER Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/23	073476				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Not Required - Custom Grommet Loca. . Non-GSA (Commercial Furniture Offering) GLB, #Z3672F3R			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E E0158 .OPERSUPPLS. .			3542.88
	Ship To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
008	Z2448SRL -ZTOP NGL A3 -ZCHASS NGL -HAN HV CA -POS2 AG2 24"d x 48"w x 29.5"h, Full to the Floor Return, F/F on Left, 12"h Modesty Panel, ZIRA (STD) Thermally Fused Laminate, High Performance (1" T.. Zira Top Finishes 1-Noce Grigio	7.00 EACH	601.92000	4213.44

Bill To	Requisition 00007906-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 11

Vendor	Ship To
GLOBAL INDUSTRIES INC	OFFICE OF PROF. RESPONSIBILITY
17 WEST STOW RD	200 GOVERNMENT ST ATTN: KIM
	3RD FLOOR (OPR)
	MOBILE, AL 36602
MARLTON, NJ 08053	zirlottk@cityofmobile.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	BRENDA PARKER
	Deliver To
	OFFICE OF PROF. RESPONSIBILITY
	200 GOVERNMENT ST ATTN: KIM
	3RD FLOOR (OPR)
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/23	073476				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	F-1"Top, Standard Edge Zira Chassis Finishes 2-Noce Grigio Handle Option (Required) P-Square Edge Handle - Silver C-Lock Cap, No Core Grommet/Electrical Cut-Out Options - Center Position M-Grommet Cover (Black), Cut-Out 3. 25" x 1.875" (Accept... Grommet/Electrical Not Required - Right Position Grommet/Electrical Not Required - Custom Grommet Loca. .. Non-GSA (Commercial Furniture Offering) GLB, #Z2448SRL			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E E0158 .OPERSUPPLS. .			4213.44

Ship To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
3RD FLOOR (OPR)
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Deliver To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
3RD FLOOR (OPR)
MOBILE, AL 36602
Delivery Reference

Bill To	Requisition 00007906-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 12

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 zirlottk@cityofmobile.org Delivery Reference BRENDA PARKER Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/23	073476				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	BRENDA PARKER			
009	24"d x 48"w x 29.S"h, Full to the Floor Return, F/F on Right, OFFICE 12"h Modesty Panel, ZIRA36"d x 66"w x 29.5"h, Single Pedestal, Rectangular TopOFFICE 8 Desk, Box/Box/File Left, Faux Pedestal Right, Hutches Cannot be Used on Desk, ZIRA (STD) Thermally Fused Laminate, High Performance (1" T.. Zira Top Finishes 1-Noce Grigio Zira Chassis Finishes 2-Noce Grigio F-1" Top, Standard Edge Laminate Full to Floor Modesty (STD) Handle Option M-Square Edge Handle - Silver M-Silver Lock C-Lock Cap, No Core Grommet/Electrical Not Required - Left Position Grommet/Electrical Not Required - Center Position Grommet/Electrical Cut-Out Options - Right Position M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accept... Grommet/Electrical Not Required - Custom Grommet Loca... Non-GSA (Commercial Furniture Offering)-ZTOP NGL A3 -ZCHASS NGL -HAN HY CA -POS2 AG2 -STD GLB, #Z32448SRR	5.00 EACH	601.92000	3009.60

Bill To	Requisition 00007906-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 13

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 zirlottk@cityofmobile.org Delivery Reference BRENDA PARKER Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/23	073476				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.44020. E E0158 .OPERSUPPLS. .			3009.60

Ship To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
3RD FLOOR (OPR)
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Deliver To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
3RD FLOOR (OPR)
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

010	RECTANGLE TOP DESK, 36"d x 66"w x 29.5"h, Single Pedestal, Rectangular Top Desk, Box/Box/File Right, Faux Pedestal Left, Hutches Cannot be Used on Desk, ZIRA (STD) Thermally Fused Laminate, High Performance (1" T... Zira Top Finishes 1-Noce Grigio Zira Chassis Finishes 2-Noce Grigio F-1" Top, Standard Edge Laminate	1.00 EACH	866.36000	866.36

Bill To	Requisition 00007906-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 14

Vendor	Ship To
GLOBAL INDUSTRIES INC	OFFICE OF PROF. RESPONSIBILITY
17 WEST STOW RD	200 GOVERNMENT ST ATTN: KIM
	3RD FLOOR (OPR)
	MOBILE, AL 36602
MARLTON, NJ 08053	zirlottk@cityofmobile.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	BRENDA PARKER
	Deliver To
	OFFICE OF PROF. RESPONSIBILITY
	200 GOVERNMENT ST ATTN: KIM
	3RD FLOOR (OPR)
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/23	073476				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Full to Floor Modesty (STD) Handle Option M-Square Edge Handle - Silver M-Silver Lock C-Lock Cap, No Core Grommet/Electrical Cut-Out Options - Left Position M-Grommet Cover (Black), Cut-Out 3.25" x 1. 875" (Accept... Grommet/Electrical Not Required - Center Position Grommet/Electrical Not Required - Right Position Grommet/Electrical Not Required - Custom Grommet Loca. .. PART #Z3666F3L ~ZTOP NGL ~ZCHASS NGL A3 HV SI CA ~POS1 AG1			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E E0158 .OPERSUPPLS. .			866.36

Ship To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
3RD FLOOR (OPR)
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Deliver To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
3RD FLOOR (OPR)
MOBILE, AL 36602
Delivery Reference

Bill To	Requisition 00007906-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 15

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 zirlottk@cityofmobile.org Delivery Reference BRENDA PARKER Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/23	073476				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	BRENDA PARKER			
011	METAL FILE, 19.25"d x 36"wx51.89"h, 4 Fixed Drawers, cw Std, 1900P SERIES, UNIVERSAL FILING Metal File Case & Storage Front Paint Finishes (Global St.. Global Standard Colors 1-Charcoal [CHR] C-Keyed For Lock #W430 Non-GSA (Commercial Furniture Offering) PART #1936P-4F12 ~STD ~GLD CHR W430;~STD	10.00 EACH	675.84000	6758.40
1	2000.80.00.0000.0000.0000.0000.0000.44020. E E0158 .OPERSUPPLS. .			6758.40

Ship To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
3RD FLOOR (OPR)
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Deliver To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
3RD FLOOR (OPR)
MOBILE, AL 36602
Delivery Reference

Bill To	Requisition 00007906-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 16

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 zirlottk@cityofmobile.org Delivery Reference BRENDA PARKER Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/23	073476				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	BRENDA PARKER			
012	BOARDROOM TABLES, 30"d x 60"wx 29"h, Rectangular Shape, 2 Leg Base, BOARDROOM TABLES, (STD) Thermally Fused Laminate, High Performance (1" T.. Boardroom Table Top Finishes 1-Noce Grigio F-Matching Edge Boardroom Table Metal Base Finishes 2-Black [TBLJ (STD) Table 1 Piece Grommet/Electrical Not Required - Left Position Grommet/Electrical Not Required - Center Position Grommet/Electrical Not Required - Right Position Grommet/Electrical Not Required - Custom Grommet Loca. .. Non-GSA (Commercial Furniture Offering) -BTOP NGL ME ~BMBASE TBL -STD PART #GCT5RTM	4.00 EACH	555.72000	2222.88
1	2000.80.00.0000.0000.0000.0000.0000.44020. E E0158 .OPERSUPPLS. .			2222.88

Bill To	Requisition 00007906-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 17

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 zirlottk@cityofmobile.org Delivery Reference BRENDA PARKER Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/23	073476				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
013	ROUND TABLE TOP, 30" Dia x 1 3/16"h, High Pressure, Knife Edge, Round, Top Lobby Table Only, 1 Base Required, Use w/ Either GRB22H15, GRB22H21, GRB22, GRB22H26, GRB22H35, GRB22H41, SWAP Laminate Top Finishes 1-Noce Grigio F-1 3/16" Knife Edge (Standard) Power Block Cut-Out Not Required- Center Position #GRBTP30LK	1.00 EACH	413.60000	413.60
	1 2000.80.00.0000.0000.0000.0000.0000.44020.			

Bill To	Requisition 00007906-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 18

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 zirlottk@cityofmobile.org Delivery Reference BRENDA PARKER Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/23	073476				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	E E0158 .OPERSUPPLS. .			413.60

Ship To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
3RD FLOOR (OPR)
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Deliver To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
3RD FLOOR (OPR)
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

014	TABLE BASE, 22'' Dia x 21"h, Round Base, End Table Height, Plate Base Lobby table w/ 3"Dia x 21"h Column, Fully Assembled, 1/2" Adj. Glides, Use w/ Either, GRBTPxx or GSBTPxx Tops, SWAP,.Tables SWAP Base Finishes 1-Black [TBLJ Non-GSA (Commercial Furniture Offering);PART #GRB22H21 -SBASE TBL	1.00 EACH	405.68000	405.68

1 2000.80.00.0000.0000.0000.0000.0000.44020.

Bill To	Requisition 00007906-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 19

Vendor	Ship To
GLOBAL INDUSTRIES INC	OFFICE OF PROF. RESPONSIBILITY
17 WEST STOW RD	200 GOVERNMENT ST ATTN: KIM
	3RD FLOOR (OPR)
	MOBILE, AL 36602
MARLTON, NJ 08053	zirlottk@cityofmobile.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	BRENDA PARKER
	Deliver To
	OFFICE OF PROF. RESPONSIBILITY
	200 GOVERNMENT ST ATTN: KIM
	3RD FLOOR (OPR)
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/23	073476				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	E E0158 .OPERSUPPLS. .			405.68
	Ship To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
	Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
015	Delivery and Installation on TIPS Contract - GLOBAL	1.00 EACH	968.35000	968.35
1	2000.80.00.0000.0000.0000.0000.0000.44020.			
	E E0158 .OPERSUPPLS. .			968.35

Bill To	Requisition 00007906-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	 Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 20

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 zirlottk@cityofmobile.org Delivery Reference BRENDA PARKER Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/23	073476				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
016	DESK RECTANGULAR TOP, 36"d x 66"w x 29.5"h, Single Pedestal, Rectangular Top Desk, Box/Box/File Right, Faux Pedestal Left, Hutches Cannot be Used on Desk, ZIRA (STD) Thermally Fused Laminate, High Performance (1" T... Zira Top Finishes 1-Noce Grigio Zira Chassis Finishes 2-Noce Grigio F-1" Top, Standard Edge Laminate Full to Floor Modesty (STD) Handle Option M-Square Edge Handle - Silver M-Silver Lock C-Lock Cap,	1.00 EACH	866.36000	866.36

Bill To	Requisition 00007906-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 21

Vendor	Ship To
GLOBAL INDUSTRIES INC	OFFICE OF PROF. RESPONSIBILITY
17 WEST STOW RD	200 GOVERNMENT ST ATTN: KIM
	3RD FLOOR (OPR)
	MOBILE, AL 36602
MARLTON, NJ 08053	zirlottk@cityofmobile.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	BRENDA PARKER
	Deliver To
	OFFICE OF PROF. RESPONSIBILITY
	200 GOVERNMENT ST ATTN: KIM
	3RD FLOOR (OPR)
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/23	073476				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	No Core Grommet/Electrical Cut-Out Options - Left Position M-Grommet Cover (Black), Cut-Out 3.25" x 1. 875" (Accept... Grommet/Electrical Not Required - Center Position Grommet/Electrical Not Required - Right Position Grommet/Electrical Not Required - Custom Grommet Loca. ., PPART #Z3666F3R			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E E0158 .OPERSUPPLS. .			866.36
	Ship To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
	Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 Delivery Reference BRENDA PARKER			

Requisition Link

Requisition Total 36684.03

Bill To	Requisition 00007906-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 22

Vendor	Ship To
GLOBAL INDUSTRIES INC	OFFICE OF PROF. RESPONSIBILITY
17 WEST STOW RD	200 GOVERNMENT ST ATTN: KIM
	3RD FLOOR (OPR)
	MOBILE, AL 36602
MARLTON, NJ 08053	zirlottk@cityofmobile.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	BRENDA PARKER
	Deliver To
	OFFICE OF PROF. RESPONSIBILITY
	200 GOVERNMENT ST ATTN: KIM
	3RD FLOOR (OPR)
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/23	073476				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
E E0158 .OPERSUPPLS. .	36684.03	48320.15

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	36684.03	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	04/17/23	GREGG BLAIZE	Auto approved by: 910519420
Approved	04/17/23	CARLEEN STOUT	Auto approved by: 910519420
Approved	04/17/23	CASSIE BOATWRIGHT	
Approved	04/26/23	GREGG BLAIZE	
Approved	04/26/23	CARLEEN STOUT	Auto approved by: 910517512
Approved	04/26/23	CASSIE BOATWRIGHT	Auto approved by: 910517512
Rejected	04/17/23	BRENDA RHODES	NEED TO BE CHARGED TO EQUIPMEN
Approved	04/26/23	BRENDA RHODES	
Approved	04/26/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	04/26/23	RELYA MALLORY	Auto approved by: 910511034
Approved	05/03/23	DONALD ROSE	Approved by: 9105fola
Approved	05/03/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	05/03/23	JOHN PAINE	Auto approved by: 910516727
Approved	05/03/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____

Bill To	Requisition 00007906-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 23

Vendor	Ship To
GLOBAL INDUSTRIES INC	OFFICE OF PROF. RESPONSIBILITY
17 WEST STOW RD	200 GOVERNMENT ST ATTN: KIM
	3RD FLOOR (OPR)
	MOBILE, AL 36602
MARLTON, NJ 08053	zirlottk@cityofmobile.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	BRENDA PARKER
	Deliver To
	OFFICE OF PROF. RESPONSIBILITY
	200 GOVERNMENT ST ATTN: KIM
	3RD FLOOR (OPR)
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/23	073476				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Signature

Printed 4 May 2023

www.globalfurnituregroup.com

Evolve Furniture Group

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

PAYMENT TO

ADDRESS	17 West Stow Road
CITY	Marlton
STATE	NJ
ZIP	08053

TIPS CONTACT

NAME	Charlie Martin
PHONE	(866) 839-8477
FAX	(866) 839-8472
EMAIL	tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY

Overview

* Global Industries, Inc. (DBA's: Global, Global Furniture Group, Evolve Furniture Group, Offices To Go) Global Industries, Inc., a part of the Global Furniture Group ("Global"), is a worldwide manufacturer and distributor of office, educational, institutional, hospitality, healthcare and specialty-markets furniture and related ergonomic accessories. *

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
200301	Furniture, Furnishings and Services	05/31/2023	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

200301

Joseph Freund	Contracts Manager	(856) 596-3390	jfreund@globalfurnituregroup.com
Katie Higgins	Contracts	(856) 596-3390	khiggins@globalfurnituregroup.com

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 TIPS related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contracts for purchasing air conditioning and heating units and systems, awarded to vendors from TIPS Comprehensive HVAC Contract #22010601 have 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. Additionally, this approval does **not** authorize use of TIPS contract #22010602.

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 The Interlocal Purchasing System ("TIPS"), 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 a Texas Region Education Service Center pursuant to the competitive bid laws in the State of Texas.

Based on the Department's review, the competitive bid process used by TIPS 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 TIPS, 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 TIPS, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, TIPS'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:5/9/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to North American Fire Equipment Company Inc for Paratech Hydrafusion rescue struts with accessories.
General fund

Amount of Contract:

$35,178.50

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230501 NAFECO Agenda Package POs	Cover Memo	5/1/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	5/4/2023 - 2:19 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
9070	2023	(1510) FIRE ADMINISTRATION	PARATECH HYDRAFUSION RESCUE STRUTS WITH ACCESSORIES (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$35,178.50	(149290) NORTH AMERICAN FIRE EQUIPMENT CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00009070-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
1515 W MOULTON ST	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35601	richardsonv@cityofmobile.org
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/27/23	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER HGAC CONTRACT # EE08-19 AND QUOTATION Q0211213114			
001	FIRE EMERGENCY EQUIPMENT: PART NUMBER /22-79HA10K, Paratech HydraFusion Strut 10 Kit Vendor Item	2.00 EACH	4212.50000	8425.00
	1 1000.30.15.1510.1522.1510.0000.0000.44020.			8425.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	FIRE EMERGENCY EQUIPMENT: PART NUMBER /22-79HA16K Paratech HydraFusion Strut 16 Kit Vendor Item	2.00 EACH	4645.25000	9290.50

Bill To	Requisition 00009070-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 2

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC 1515 W MOULTON ST DECATUR, AL 35601 USA Tel#256-353-7100 Fax 256-355-0852	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/27/23	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1510.1522.1510.0000.0000.44020.			9290.50
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	FIRE EMERGENCY EQUIPMENT: PART NUMBER /22-796161 Paratech Tie Down Keys W/ J Hook Vendor Item	8.00 EACH	49.00000	392.00
1	1000.30.15.1510.1522.1510.0000.0000.44020.			392.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To			

Bill To	Requisition 00009070-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 3

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC 1515 W MOULTON ST DECATUR, AL 35601 USA Tel#256-353-7100 Fax 256-355-0852	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/27/23	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004	FIRE EMERGENCY EQUIPMENT: PART NUMBER /22-796180C Paratech Hinged Base 12 W/ Anchor Ring Vendor Item	8.00 EACH	601.75000	4814.00
	1 1000.30.15.1510.1522.1510.0000.0000.44020.			4814.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005	FIRE EMERGENCY EQUIPMENT: PART NUMBER /22-796090 Paratech V-base Vendor Item	4.00 EACH	192.50000	770.00
	1 1000.30.15.1510.1522.1510.0000.0000.44020.			770.00

Bill To	Requisition 00009070-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
1515 W MOULTON ST	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35601	richardsonv@cityofmobile.org
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/27/23	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
006	FIRE EMERGENCY EQUIPMENT: PART NUMBER /22-796270 Paratech Contour Base Vendor Item	4.00 EACH	226.25000	905.00
	1 1000.30.15.1510.1522.1510.0000.0000.44020.			905.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD			

Bill To	Requisition 00009070-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 5

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
1515 W MOULTON ST	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35601	richardsonv@cityofmobile.org
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/27/23	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
007	FIRE EMERGENCY EQUIPMENT: PART NUMBER /22-796035 Paratech Strut Converter Vendor Item	4.00 EACH	229.00000	916.00
	1 1000.30.15.1510.1522.1510.0000.0000.44020.			916.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
008	FIRE EMERGENCY EQUIPMENT: PART NUMBER /22-790019 Paratech Hydrafusion LongShore Screw Adapter Vendor Item	4.00 EACH	287.25000	1149.00
	1 1000.30.15.1510.1522.1510.0000.0000.44020.			1149.00

Bill To	Requisition 00009070-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 6

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
1515 W MOULTON ST	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35601	richardsonv@cityofmobile.org
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/27/23	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
009	FIRE EMERGENCY EQUIPMENT: PART NUMBER /22-890553 Paratech Ratchet Belt with Finger Hook 27 Ft Vendor Item	10.00 EACH	141.75000	1417.50
	1 1000.30.15.1510.1522.1510.0000.0000.44020.			1417.50
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD			

Bill To	Requisition 00009070-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 7

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
1515 W MOULTON ST	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35601	richardsonv@cityofmobile.org
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/27/23	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
010	FIRE EMERGENCY EQUIPMENT: PART NUMBER /22-796V02 Paratech VSK V2 Controller Vendor Item	2.00 EACH	490.75000	981.50
	1 1000.30.15.1510.1522.1510.0000.0000.44020.			981.50
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
011	FIRE EMERGENCY EQUIPMENT: PART NUMBER /22-890736 Paratech y W/ 2 Couplings & 1 Nipple Vendor Item	4.00 EACH	118.00000	472.00
	1 1000.30.15.1510.1522.1510.0000.0000.44020.			472.00

Bill To	Requisition 00009070-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 8

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC 1515 W MOULTON ST DECATUR, AL 35601 USA Tel#256-353-7100 Fax 256-355-0852	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/27/23	149290				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			
012	FIRE EMERGENCY EQUIPMENT: PART NUMBER /22-796P14 Paratech Double Head Steel Picket Vendor Item	8.00 EACH	40.00000	320.00
1	1000.30.15.1510.1522.1510.0000.0000.44020.			320.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD			

Bill To	Requisition 00009070-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 9

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
1515 W MOULTON ST	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35601	richardsonv@cityofmobile.org
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/27/23	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
013	FIRE EMERGENCY EQUIPMENT: PART NUMBER 22-796685 Paratech Multichain Base Big Rig Rescue Vendor Item	4.00 EACH	608.00000	2432.00
	1 1000.30.15.1510.1522.1510.0000.0000.44020.			2432.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
014	FIRE EMERGENCY EQUIPMENT: PART NUMBER 22-796C1H ParatechGrade 100 Chain 20 Ft (6.09m) Vendor Item	4.00 EACH	430.75000	1723.00
	1 1000.30.15.1510.1522.1510.0000.0000.44020.			1723.00

Bill To	Requisition 00009070-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 10

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
1515 W MOULTON ST	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35601	richardsonv@cityofmobile.org
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/27/23	149290				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			
015	FIRE EMERGENCY EQUIPMENT: PART NUMBER 22-796979 Paratech Ratchet Load Binder, Chain Vendor Item	4.00 EACH	55.25000	221.00
	1 1000.30.15.1510.1522.1510.0000.0000.44020.			221.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD			

Bill To	Requisition 00009070-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 11

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC 1515 W MOULTON ST DECATUR, AL 35601 USA Tel#256-353-7100 Fax 256-355-0852	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/27/23	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
016	FREIGHT	1.00 EACH	950.00000	950.00
	Additional Description Notes --- PER QUOTE: Q0211213114 Vendor Item Inventory Item/Loc 14009			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			950.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 35178.50

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.44020.		

Bill To	Requisition 00009070-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 12

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC 1515 W MOULTON ST DECATUR, AL 35601 USA Tel#256-353-7100 Fax 256-355-0852	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/27/23	149290				FIRE ADMINISTRATION

Account	Amount	Remaining Budget
FIRE SUPPRESSION DIV EXP OPERATING SUPPLIES	35178.50	3613583.66

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

Activity	Date	Clerk	Comment
Queued	04/27/23	DONALD ROSE	bid
Queued	04/27/23	SANDRA LEWIS	bid
Queued	04/27/23	JOHN PAINE	bid
Queued	04/27/23	MICHAEL SPAFFORD	bid

Authorized By: _____ Date: _____
Signature



Product Information

Product Description
Paratech 2022 List Price Schedule

Manufacturer
Paratech

Product Code
EE19FCA

Contract
EE08-19 Emergency Medical & Rescue Equipment

Contract Category
Emergency Equipment & Supplies

Discount
List- 7%

Price Unit
EA

Keyword(s)
Stabilization/Shoring Struts

View Catalog

Vendors Offering This Product

G & W Diesel Services, Inc. dba Emergency Vehicle Specialists
Michael Ayers
mayers@gwevs.com
Phone: 817.961.0062
Fax: 901.942.2724

G & W Diesel Services, Inc. dba Emergency Vehicle Specialists
Wink Brown
wbrown@gwevs.com
Phone: 901-948-1625
Fax: 901-942-2724

G & W Diesel Services, Inc. dba Emergency Vehicle Specialists
Mark Carter
mcarter@gwevs.com
Phone: 901-361-0414
Fax:

Metro Fire Apparatus Specialists, Inc.
Jim Minton
jminton@mfas.com
Phone: 713-724-8610
Fax: 713-692-1591

Metro Fire Apparatus Specialists, Inc.
Brian Russell
brussell@mfas.com
Phone: 713-475-2411
Fax: 713-475-2428

North America Fire Equipment CO., Inc. (NAFECO)
Ronald Woodall
ronald.woodall@nafeco.com
Phone: 256-353-7100
Fax: 256-355-0852

Precision Rescue LLC
Dean Deterts
precisionrescue@gmail.com
Phone: 870-715-2191
Fax: 870-743-0180

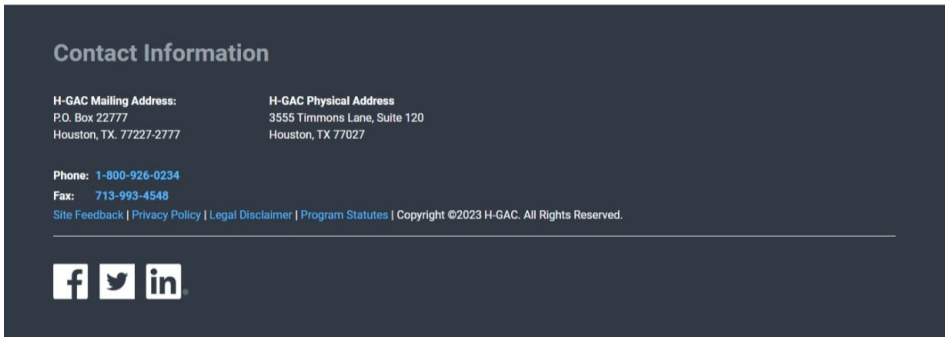
Team Equipment, Inc.
Patricia Reddy
patty@teamequipment.com
Phone: 727-848-2424
Fax: 727-845-5941

Contact HGACBuy

Veronica Johnson
veronica.johnson@h-gac.com
Phone: 713-993-2446
Fax: 713-993-4548

Return to Products & Services

View This Contract



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 H-GAC related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

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 the Houston-Galveston Area Council ("H-GAC"), 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 H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC 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 H-GAC, 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 H-GAC or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, H-GAC'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:5/9/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Coast to Coast Custom Mobile Vending LLC for one 28ft enclosed trailer for MPD Cyber.
General fund

Amount of Contract:

$35,690.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230501 Coast Agenda Package POs	Cover Memo	5/1/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	5/4/2023 - 2:20 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
4180	2023	(1545) POLICE CYBER DIVISION	ONE 28FT ENCLOSED TRAILER FOR MPD CYBER (SEALED BID 5794)	$35,690.00	(298447) COAST TO COAST

Adopted:

_____
City Clerk

Bill To	Requisition 00004180-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
COAST TO COAST CUSTOM MOBILE VENDING LL 1766 US HIGHWAY 221 N 772-577-1816 DOUGLAS, GA 31535 Tel#7725771816	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 KEVIN.LEVY@CITYOFMOBILE.ORG
	Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/23	298447				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- TO BE BID. BIDS HAND DELIVERED BY REQUESTOR. TRAILER TO BE PICKED UP BY REQUESTOR UPON NOTIFICATION. NO SUBSTITUTIONS			
001	2014 year model or newer 28 foot bumper-pull, car hauler style trailer with equipment options as per the following MINIMUM specifications unless otherwise noted: Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on bid. Exterior: -28’ box (32’10” overall length) bumper-pull, car hauler style trailer -All-Tube Aluminum construction -15,000 BTU low profile A/C -36” x 36” side hinged Generator Access Door -One-piece aluminum roof -LED slimline Tail Lights -Rear ramp door with gapless continuous hinge -Rear skid plates -Extended tongue -Electric Brakes on all axles -2 5/16” ball coupler -Aluminum wheels with radial tires -Winch plate -GVWR: 13, 200 lbs. Interior: -24” wide	1.00 EACH	35690.00000	35690.00

Bill To	Requisition 00004180-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
COAST TO COAST CUSTOM MOBILE VENDING LL	MUNICIPAL GARAGE
1766 US HIGHWAY 221 N	770 GAYLE STREET
772-577-1816	MOBILE, AL 36604
DOUGLAS, GA 31535	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#7725771816	

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/23	298447				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	5-drawer aluminum cabinet insert -Airline track recessed in floor -Carpeted walls 34” high -Cold curtain for ramp/cargo door -Black coin Floor and Ramp -7’ interior height -50 Amp Breaker Box with 60 Amp Converter – 12v -(3) 15 Amp Interior Outlets and (1) Exterior GFI -14” 12v LED Lights -External Scene Lights with Switch -Roof Vent AS PER CITYOF MOBILE BID #5794 AND YOUR QUOTE			
1	4035.30.15.0000.0000.1530.0000.0000.47120. E G-DRUG-FED.CAPEQUIPMT.VEHACQ .			35690.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 35690.00

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

Bill To	Requisition 00004180-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
COAST TO COAST CUSTOM MOBILE VENDING LL	MUNICIPAL GARAGE
1766 US HIGHWAY 221 N	770 GAYLE STREET
772-577-1816	MOBILE, AL 36604
DOUGLAS, GA 31535	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#7725771816	

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/23	298447				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price / Amount	Net Price / Remaining Budget
	Account			
	E G-DRUG-FED.CAPEQUIPMT.VEHACQ .		35690.00	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.47120.	35690.00	

DRUG ENFORCEMENT FUND EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	01/12/23	TAYLOR HARRIS	Auto approved by: 9105thrr
Approved	01/12/23	NANCY NGUYEN	Auto approved by: 9105thrr
Approved	01/12/23	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	01/12/23	RANDY THREADGILL	
Approved	02/27/23	DONALD ROSE	Approved by: 9105fola
Approved	02/27/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	02/27/23	KAREN NAMAN	Auto approved by: 910516727
Approved	02/27/23	JOHN PAINE	Auto approved by: 910516727
Approved	02/27/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5794
NEW OR USED 28' ENCLOSED CAR HAULER TRAILER

TRAILER WORLD	NEW MILLENIUM GROUP	COAST TO COAST MOBILE VENDING	VERDE INC
$51,466.00	$39,600.00	$35,690.00	$39,995.00

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:
03/22/2023	5794	VARIOUS	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, APRIL 7, 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.					
1 each	**NEW OR USED 28 FOOT ENCLOSED CAR HAULER TRAILER** New or used 2014 or newer 28 foot box, enclosed car hauler style trailer with ball coupler as per the below and attached specifications. Make_____ Model_____ Year_____ Condition_____ New_____ Used_____ Upon award, the City will purchase one (1) new or used enclosed car hauler trailer. Trailer shall be in good serviceable condition with good rubber tires ready to travel transporting vehicles.					
			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 _____

1030

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, please contact the Purchasing Department at purchasing@cityofmobile.org.

TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

Pre-Owned Trailer

2014 year model ***or newer*** 28 foot bumper-pull, car hauler style trailer with equipment options as per the following **MINIMUM** specifications unless otherwise noted:

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on bid.

Exterior:

- 28' box (*32'10" overall length*) bumper-pull, car hauler style trailer
- All-Tube Aluminum construction
- 15,000 BTU low profile A/C
- 36" x 36" side hinged Generator Access Door
- One-piece aluminum roof
- LED slimline Tail Lights
- Rear ramp door with gapless continuous hinge
- Rear skid plates
- Extended tongue
- Electric Brakes on all axles
- 2 5/16" ball coupler
- Aluminum wheels with radial tires
- Winch plate
- GVWR: 13,200 lbs.

Interior:

- 24" wide 5-drawer aluminum cabinet insert
- Airline track recessed in floor
- Carpeted walls 34" high
- Cold curtain for ramp/cargo door
- Black coin Floor and Ramp
- 7' interior height
- 50 Amp Breaker Box with 60 Amp Converter – 12v
- (3) 15 Amp Interior Outlets and (1) Exterior GFI
- 14" 12v LED Lights
- External Scene Lights with Switch
- Roof Vent

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:5/9/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Sandy Sansing Ford Lincoln LLC to replace engine in 2016 Ford F40 ambulance chassis.
General fund

Amount of Contract:

$25,666.97

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230501 Sansing Agenda Package POs	Cover Memo	5/1/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	5/4/2023 - 2:17 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
9148	2023	(2050) FLEET MANAGEMENT-GARAGE	REPLACE ENGINE ON 2016 FORD F450 AMBULANCE CHASSIS (SEALED BID 5802)	$25,666.97	(290150) SANDY SANSING FORD LINCOLN LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00009148-00 FY 2023
MUNICIPAL GARAGE	PO 23008546
770 GAYLE STREET	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer:
	Status: Converted Page 1

Vendor	Ship To
SANDY SANSING FORD LINCOLN LLC	MUNICIPAL GARAGE
27180 HWY 98	770 GAYLE STREET
	MOBILE, AL 36604
DAPHNE, AL 36526	SHERRIL.DOWNEY@CITYOFMOBILE.ORG
Tel#251-626-7777	Delivery Reference
Fax 251-626-7463	JOHN EVANS
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/28/23	290150				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	VENDOR TO REPLACE EXISTING ENGINE WITH NEW FACTORY REMANUFACTURED 6. 7 LITER LONG BLOCK ENGINE WITH TURBO. VENDOR TO PICK UNIT UP FROM THE CITY OF MOBILE, MAKE REPAIRS, ROAD TEST AND RETURN UNIT TO THE CITY OF MOBILE. AS PER CITY OF MOBILE BID #5802 AND YOUR QUOTE	1.00 LOT	25666.97000	25666.97
	Additional Description Notes			

	EST RO #105202 / TAG #3210 ON 4/25/23			
1	7000.40.20.0000.0000.2070.0000.0000.45050.			25666.97

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
JOHN EVANS

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Work Order: 193307
Work Order Task: 1

Requisition Link

Bill To	Requisition 00009148-00 FY 2023
MUNICIPAL GARAGE	PO 23008546
770 GAYLE STREET	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer:
	Status: Converted Page 2

Vendor	Ship To
SANDY SANSING FORD LINCOLN LLC	MUNICIPAL GARAGE
27180 HWY 98	770 GAYLE STREET
	MOBILE, AL 36604
DAPHNE, AL 36526	SHERRIL.DOWNEY@CITYOFMOBILE.ORG
Tel#251-626-7777	Delivery Reference
Fax 251-626-7463	JOHN EVANS
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/28/23	290150				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Requisition Total			25666.97

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45050.	25666.97	3613583.66
MOTOR POOL EXP REPAIR PARTS		

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

Activity	Date	Clerk	Comment
Approved	04/28/23	CHARLES SUMRALL	
Approved	05/01/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	05/01/23	JAMES DELAPP	
Approved	05/01/23	CASI CALLAWAY	Auto approved by: 910518527
Approved	05/01/23	DONALD ROSE	Auto approved by: 9105paij
Approved	05/01/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/01/23	JOHN PAINE	
Approved	05/01/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
04/25/2023	5802	GARAGE	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, APRIL 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

VENDOR TO REPLACE AND INSTALL FACTORY REMANUFACTURED 6.7 LITER LONG BLOCK DIESEL ENGINE WITH TURBO IN F450 AMBULANCE CHASSIS

Vendor to replace existing engine with New Factory Remanufactured 6.7 liter Long Block engine with Turbo.

Vendor to include in the bid the price of all items necessary to replace the engine.

The truck is currently located at the City of Mobile Municipal Garage, 770 Gayle Street. To view the truck, contact John Evans at 251-208-2883.

Vendor responsible to pick truck up from City of Mobile Municipal Garage and tow to shop. Vendor will be responsible to return truck under its own power to the City of Mobile Garage at 770 Gayle Street after completion of repairs.

Truck 75002
Make: 2016 Ford F450
VIN#: 1FDUF4GT9GEC8820

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 4 VENDOR TO: AS PER THE FOLLOWING: **REPLACE** 6.7L Diesel engine – with remanufactured Long Block engine unit with minimum 2 year/100,000 mile warranty Engine mounts Oil cooler Oil cooler hoses Injectors Turbocharger Water pump Radiator Radiator cap Radiator/heater hoses Belts Fuel filter Air filter **SERVICE TO BE PERFORMED**: As per the following: 1. Completely Drain Cooling System, Flush Cooling System, pull and replace radiator. 2. Inspect and Pressure Test Cooling System. 3. Install New Antifreeze according to Manufacturer Specifications. 4. Service Transmission, Drain Fluid and Change Filter. 5. Inspect, Charge and Service A/C System. 6. Program Engine Electronic Control Module (ECM) with appropriate updated information. **Vendor to install:** New Motor Mounts New Transmission Mounts New Fuel Pump					
			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

Operate and Inspect All Repairs:

1. Vendor will perform Break-In Procedures before returning the vehicle to the Municipal Garage.
2. Vendor will perform a Final Road Test with a Municipal Garage Technician to show that the Engine is operating properly.

City would like repairs complete within 3 weeks of issuance of a Purchase Order.

If repairs exceed 3 weeks from issuance of Purchase Order, the City will charge a penalty of $200.00 per day until vehicle is delivered.

State time to complete repairs once truck is picked up and delivered to vendors shop:

_____

Time to complete to replace the engine, as well as price, will be considered in the award of this bid.

Engine should have 2-year warranty, 100,000 miles.

STATE WARRANTY:

_____

_____

_____

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.

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

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 feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Sunsouth LLC for one 2023 John Deere FC15R winged space mower for Parks Dept.
General fund

Amount of Contract:

$27,100.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230503 Sunsouth Agenda Package POs	Cover Memo	5/3/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	5/4/2023 - 2:17 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
3372	2023	(F7000) MOTOR POOL	2023 JOHN DEERE FC15R WINGED SPACE MOWER FOR PARKS DEPT (SEALED BID 5791)	$27,100.00	(291912) SUNSOUTH LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00003372-00 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
SUNSOUTH LLC	MOTOR POOL
8420 TANNER WILLIAMS RD	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36608	CARTERD@CITYOFMOBILE.ORG
Tel#251-649-3892	Delivery Reference
Fax 251-649-3896	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	291912	12/16/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	WINGED MOWER AS SPECIFIED: 2023 JOHN DEERE FC15R WINGED GREEN SPACE MOWER. AS PER CITY OF MOBILE BID #57912 AND YOUR QUOTE	1.00 EACH	27100.00000	27100.00

Additional Description Notes

2023 JOHN DEERE FC15R WINGED GREEN SPACE MOWER. REQUESTED BY PARKS DEPT.

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP02012 .VEHICLEEXP. . 27100.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 27100.00

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

Account	Amount	Remaining Budget
E MP02012 .VEHICLEEXP. .	27100.00	290819.10

Bill To	Requisition 00003372-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
SUNSOUTH LLC 8420 TANNER WILLIAMS RD MOBILE, AL 36608 Tel#251-649-3892 Fax 251-649-3896	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	291912	12/16/22			MOTOR POOL

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	27100.00	
MOTOR POOL EXP	VEHICLE ACQ (GREATER $5000)	

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

Activity	Date	Clerk	Comment
Approved	12/19/22	CHARLES SUMRALL	Reviewed and approve
Approved	12/22/22	KINA ANDREWS	Auto approved by: 910520042
Approved	12/22/22	JAMES DELAPP	Auto approved by: 910520042
Approved	12/22/22	CASI CALLAWAY	Auto approved by: 910520042
Approved	12/22/22	MARC VASSALLO	
Approved	01/07/23	DONALD ROSE	Auto approved by: 9105paij
Approved	01/07/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/07/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	01/07/23	JOHN PAINE	
Approved	01/07/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5791
TRACTOR TOWED MOWERS

	CAPITAL TRACTOR	SUNSOUTH
DEERE FLEX WING ROTARY CUTTER	$31,041.96	$27,100.08
FRONTIER GROOMING MOWER	$26,814.28	$30,076.78

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:
03/20/2023	5791	MOTOR POOL	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, APRIL 7, 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.					

TRACTOR TOWED MOWERS

Appx 1-3

Deere Flex Wing Rotary Cutter with stand features and 9400 front safety chain second row chain and 9410 rear safety shield, second row chains.

Deere FC15R/22FOP Flex Wing Rotary Cutter. NO SUBSTITUTE

Make_____Model_____

Upon award, the City will purchase a minimum of 1 Deere Flex Wing mower.

Appx 2-4

Grooming mower towed type, rear discharge with lightbar, Frontier FM1017R rear discharge, NO SUBSTITUTE

Frontier FM1017R grooming mower, NO SUBSTITUTE

Make_____Model_____

Upon award, the City will purchase a minimum of 2 towed type grooming mowers.

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 _____

1052

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 feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

TO BE AWARDED ON AN 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.

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.

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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:5/9/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to TSA, Inc for 15 HP Elitebook 860 G9 notebook computers for MFRD.
General fund

Amount of Contract:

$22,800.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230502 TSA Agenda Package POs	Cover Memo	5/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	5/4/2023 - 2:18 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
9078	2023	(1510) FIRE ADMINISTRATION	15 HP ELITEBOOK 860 G9 NOTEBOOK COMPUTERS FOR MFRD (AL STATE CONTRACT)	$22,800.00	(279402) TSA, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00009078-00 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 1

Vendor	Ship To
TSA	FIRE CENTRAL SUPPLY
C/O GE COMM DFC	2851 OLD SHELL ROAD
3821 LORNA RD STE 100	
STATE VENDOR ID 412032721-01	MOBILE, AL 36607
BIRMINGHAM, AL 35244	richardsonv@cityofmobile.org
Tel#713-935-1518	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
04/27/23	279402				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER STATE OF ALABAMA CONTRACT T-533 AND MA 999 230000003893 AND YOUR QUOTE #050223.			
	******PURCHASE ORDER MUST MBE ON OUTSIDE OF BOX*******			
001	Promo HP EB860G9/i5-1235U/16GB/512 PC Intel i5-1235U, 16 WUXGA AGLEDUWVA, UMA, 16GB DDR5, 512GB SSD, ax6G+BT, 3C Batt, FPS, W11 Pro64 DG106 PRODUCT #6C188UT INCLUDES: HP 3 year Pickup and Return w/DMR Notebook Hardware Support PRODUCT #UJ407E Master Agreement MA 999 180000000177 Quote # 120822-3 Vendor Item	15.00 EACH	1348.00000	20220.00
1	6120.70.15.0000.0000.1510.0000.0000.44020.			20220.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY			

Bill To	Requisition 00009078-00 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 2

Vendor	Ship To
TSA	FIRE CENTRAL SUPPLY
C/O GE COMM DFC	2851 OLD SHELL ROAD
3821 LORNA RD STE 100	
STATE VENDOR ID 412032721-01	MOBILE, AL 36607
BIRMINGHAM, AL 35244	richardsonv@cityofmobile.org
Tel#713-935-1518	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
04/27/23	279402				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			
002	Promo HP Prelude Pro 15.6-inch Recycled Top Load PRODUCT #1X645UT Master Agreement MA 999 180000000177 Quote # 120822-3 Vendor Item	15.00 EACH	18.00000	270.00
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			270.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	Promo HP USB-C G5 Essential Dock PRODUCT #72C71AA Master Agreement MA 999 180000000177 Quote # 120822-3 Vendor Item	15.00 EACH	154.00000	2310.00

Bill To	Requisition 00009078-00 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
TSA	FIRE CENTRAL SUPPLY
C/O GE COMM DFC	2851 OLD SHELL ROAD
3821 LORNA RD STE 100	
STATE VENDOR ID 412032721-01	MOBILE, AL 36607
BIRMINGHAM, AL 35244	richardsonv@cityofmobile.org
Tel#713-935-1518	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
04/27/23	279402				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	6120.70.15.0000.0000.1510.0000.0000.44020.			2310.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Requisition Link

Requisition Total 22800.00

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.44020.	22800.00	
EMERGENCY MEDICAL SVCS EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	05/02/23	DONALD ROSE	Auto approved by: 9105fola
Approved	05/02/23	SANDRA LEWIS	Auto approved by: 9105fola
Approved	05/02/23	JOHN PAINE	Auto approved by: 9105fola
Approved	05/02/23	MICHAEL SPAFFORD	Auto approved by: 9105fola
Approved	05/02/23	ANNE FOLEY	

Bill To	Requisition 00009078-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
TSA C/O GE COMM DFC 3821 LORNA RD STE 100 STATE VENDOR ID 412032721-01 BIRMINGHAM, AL 35244 Tel#713-935-1518	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/27/23	279402				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
HP Inc. Products and Services (PCs and Accessories)

Type
Master Agreement

Supplier
TSA, INC.

Contract Code
MA230000003893

Linked Solicitation
HP Inc. Products and Services

Sourcing Number
SRC0000013793

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Jennifer	Loretz	jennifer.loretz@purchasing.alabama.gov	334-242-7370

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Shannon	Vinzant	shv@tsa.com	205-421-4934
Shannon	Vinzant	shv@tsa.com	205-421-4934

2 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
3/29/2023

End Date
3/28/2024

Documents

- Master_agreement_V1.pdf

Items

- RFB Standard Boilerplate udated 11.21.2022.pdf
- MA additional terms and conditions.pdf

Item Name	Product Code		UOM
HP Inc. OEM Personal Computers - Discount: 32%	230000003893-1	0.00	Each
HP Inc. OEM Monitors - Discount: 26%	230000003893-2	0.00	Each
Manufacturer Compatible Accessories - Discount: 4%	230000003893-3	0.00	Each
Technical Services - Discount: 36%	230000003893-4	0.00	Each

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to GCDW Government LLC for network surveillance cameras and accessories for MPD.
General fund

Amount of Contract:

$28,168.25

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230504 CDW Agenda Package POs	Cover Memo	5/4/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	5/4/2023 - 2:16 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
8975	2023	(1530) POLICE ADMIN SERVICES	NETWORK SURVEILLANCE CAMERAS AND ACCESSSORIES FOR MPD (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$26,168.25	(272932) CDW GOVERNMENT LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00008975-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CDW GOVERNMENT LLC	POLICE HEADQUARTERS
230 N MILWAUKEE AVE	2460 GOVERNMENT STREET
	MOBILE, AL 36606
VERNON HILLS, IL 60061	
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/25/23	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER YOUR QUOTE #NHNL263 FROM SOURCEWELL 081419-CDW TECH CATALOG.			
001	ITEM: AXIS Q6010 E 60Hz network surveillance camera dome Supplier Part No: 6132347 Manufacturer Part No: 01981-001 Manufacturer Name: AXIS Communications Supplier Quote No: 37171:NHNL263 NIGP: UNSPSC: 43000000	5.00 EACH	1615.59000	8077.95
1	1000.30.15.1530.1530.1530.0000.0000.44020.			8077.95
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
002	ITEM: AXIS Q6075 E 60 Hz network surveillance camera	5.00 EACH	3107.84000	15539.20

Bill To	Requisition 00008975-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/25/23	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Supplier Part No: 5804225 Manufacturer Part No: 01752-004 Manufacturer Name: AXIS Communications Supplier Quote No: 37171:NHNL263 NIGP: UNSPSC: 43000000			
	1 1000.30.15.1530.1530.1530.0000.0000.44020.			15539.20
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
003	ITEM: AXIS T8154 Midspan PoE injector 60 Watt Supplier Part No: 4710552 Manufacturer Part No: 5901-004 Manufacturer Name: AXIS Communications Supplier Quote No: 37171:NHNL263 NIGP: UNSPSC: 43000000	5.00 EACH	187.69000	938.45
	1 1000.30.15.1530.1530.1530.0000.0000.44020.			938.45

Bill To	Requisition 00008975-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CDW GOVERNMENT LLC	POLICE HEADQUARTERS
230 N MILWAUKEE AVE	2460 GOVERNMENT STREET
	MOBILE, AL 36606
VERNON HILLS, IL 60061	
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/25/23	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
004	ITEM: AXIS T91G61 camera mounting bracket Supplier Part No: 4110313 Manufacturer Part No: 5506-951 Manufacturer Name: AXIS Communications Supplier Quote No: 37171:NHNL263 NIGP: UNSPSC: 43000000	5.00 EACH	206.31000	1031.55
1	1000.30.15.1530.1530.1530.0000.0000.44020.			1031.55
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC			

Bill To	Requisition 00008975-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/25/23	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
005	ITEM: AXIS T91B57 pole mount kit Supplier Part No: 5286211 Manufacturer Part No: 01470-001 Manufacturer Name: AXIS Communications Supplier Quote No: 37171:NHNL263 NIGP: UNSPSC: 43000000	5.00 EACH	116.22000	581.10
	1 1000.30.15.1530.1530.1530.0000.0000.44020.			581.10
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

Requisition Link

Requisition Total 26168.25

Bill To	Requisition 00008975-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/25/23	272932				POLICE ADMIN SERVICES

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.44020.	26168.25	7187968.14
POLICE ADMIN SERVICES EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	05/04/23	DONALD ROSE	Approved by: 9105fola
Approved	05/04/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	05/04/23	JOHN PAINE	Auto approved by: 910516727
Approved	05/04/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

Sourcewell Awarded Contract

CDW-G

Technology Catalog Solutions

#081419-CDW

Maturity Date: 10/30/2023

Products & Services
Contract Documents
Pricing
Contact Information
Buy Sourcewell

Products & Services

Sourcewell contract 081419-CDW gives access to the following types of goods and services:

- Hardware
- Software
- Peripherals
- Professional services
- Cloud
- Technology solutions
- Technology accessories

Additional information can be found on the vendor-provided, nongovernment website at:

cdwg.com/sourcewell

Locate your local dealer or representative

Become a Member

Simply complete the online application or contact the Client Development team at service@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts

General Contracts

ezIQC Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

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www.cdwg.com/sourcewell

Category		Brands	CDW-G Contract 081419 CDW Discounts effective 12/1/2019
A	Accessories (A)	All Brands Excluding Apple	7.50%
B	Power, Cooling & Racks (B)	All Brands Excluding Apple	3.50%
C	Desktop Computers (C)	All Brands Excluding Apple	3.75%
D	Data Storage/Drives (D)	All Brands Excluding Apple	4.50%
E	Enterprise Storage (E)	All Brands Excluding Apple	7.75%
F	Point of Sale/Data Capture (F)	All Brands Excluding Apple	5.00%
H	Servers & Server Management (H)	All Brands Excluding Apple	5.25%
L	Notebook/Mobile Devices (L)	All Brands Excluding Apple	4.25%
N	NetComm Products (N)	All Brands Excluding Apple	9.00%
O	Carts and Furniture (O)	All Brands Excluding Apple	5.25%
P	Printing & Document Scanning (P)	All Brands Excluding Apple	3.25%
Q	Services (Partner Delivered) (Q)	All Brands Excluding Apple	7.25%
S	Software (S)	All Brands Excluding Apple	5.25%
T	Collaboration Hardware (T)	All Brands Excluding Apple	10.00%
V	Video & Audio (V)	All Brands Excluding Apple	7.00%
W	Cables (W)	All Brands Excluding Apple	13.00%
Q/WA	Warranties-Product Protection (WA)	All Brands Excluding Apple	7.50%
T/PB	Video Hardware (PB)	All Brands Excluding Apple	3.00%
V/IW	Interactive Whiteboards (IW)	All Brands Excluding Apple	0.00%
V/VT	Interactive Flat Panel Display (VT)	All Brands Excluding Apple	9.00%
L/NB/CBK	Chromebooks (CBK)	All Brands Excluding Apple	3.00%
S/NU/GCH	Google Chrome Management SaaS (GCH)	All Brands Excluding Apple	0.00%
All	All Categories	Apple	0.50%
	Amazon Web Services (AWS)	Amazon	0.00%
All Other	All Other Categories	All Brands	0.00%

2020-2021 CDW-G Professional Services Hourly Rates

Sourcewell Contract 081419-CDW

This Rate Sheet is intended to provide a baseline for pricing CDW Professional Services.

Role/Description	Hourly Rate (Maximum)
Associate Consulting Engineer	$175
Consulting Engineer	$215
Senior Consulting Engineer	$225
Technical Lead/Principal Consulting Engineer	$255
Enterprise Consulting Architect	$255
Business Consulting Analyst	$245
Project Administrator	$165
Project Manager	$210
Senior Project Manager	$215
Enterprise Project Manager, PMO Lead	$230
Program Manager	$230
Technical Architect	$350

Effective August 7, 2020

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:5/9/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunsouth LLC for 2 2023 John Deere Z970R zero-turn mowers for Parks Dept.

General fund.

Amount of Contract:

$34,866.24

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

ATTACHMENTS:

Description	Type	Upload Date
20230503 Sunsouth2 Agenda Package POs	Cover Memo	5/3/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	5/4/2023 - 2:18 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
3106	2023	(F7000) MOTOR POOL	TWO 2023 JOHN DEERE Z970R ZERO-TURN MOWERS FOR PARKS DEPT (SEALED BID 5790)	$34,866.24	(291912) SUNSOUTH LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00003106-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SUNSOUTH LLC	MOTOR POOL
8420 TANNER WILLIAMS RD	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36608	CARTERD@CITYOFMOBILE.ORG
Tel#251-649-3892	Delivery Reference
Fax 251-649-3896	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/13/22	291912	12/09/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	ZERO TURN MOWER AS SPECIFIED: 2023 OR NEWER JOHN DEERE Z970R ZTRAK ZERO TURN MOWER. AS PER CITY OF MOBILE BID #5790 AND YOUR BID RESPONSE.	2.00 EACH	17433.12000	34866.24

Additional Description Notes

2022 OR NEWER JOHN DEERE Z970R ZTRAK ZERO TURN MOWER. REQUESTED BY PARKS DEPT.

1 2000.80.00.0000.0000.0000.0000.0000.47120.
E C0756 .VEHICLEEXP. . 34866.24

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 34866.24

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

Account	Amount	Remaining Budget

Bill To	Requisition 00003106-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SUNSOUTH LLC	MOTOR POOL
8420 TANNER WILLIAMS RD	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36608	CARTERD@CITYOFMOBILE.ORG
Tel#251-649-3892	Delivery Reference
Fax 251-649-3896	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/13/22	291912	12/09/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
E	C0756 .VEHICLEEXP. .		34866.24	51585.74

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47120.	34866.24	

CAPITAL IMPROVEMENTS FUND EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Rejected	12/13/22	DANIEL OTTO	rejected for corrections
Approved	12/14/22	DANIEL OTTO	
Approved	12/14/22	BRENDA RHODES	
Approved	12/14/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	12/14/22	RELYA MALLORY	Auto approved by: 910511034
Approved	02/27/23	DONALD ROSE	Approved by: 9105fola
Approved	02/27/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	02/27/23	KAREN NAMAN	Auto approved by: 910516727
Approved	02/27/23	JOHN PAINE	Auto approved by: 910516727
Approved	02/27/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
03/20/2023	**5790**	MOTOR POOL	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, APRIL 7, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents
Appx 2-5	**ZERO-TURN DEERE Z970R ZTRAK™ MOWERS** 2023 or newer John Deere Z970R ZTrak™ Zero-turn mowers with gasoline engine, no substitute, as per the following and attached specifications. John Deere Z970R ZTrak™ Zero-turn mower. NO SUBSTITUTE Make_____Model_____ Upon award, the City will purchase a minimum of 2 Deere Z970R ZTrak™ Zero-turn mowers. Page 1 of 2					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

Type or Print Name _____

1082

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

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 feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

Price to be good for a four (4) month period following the award of this bid.

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.

2023 OR NEWER DEERE Z970R ZTRAK™ ZERO-TURN MOWER

STANDARD OPTIONS

- Gasoline engine
- #1040 Michelin X Tweel® turf tires for 60-inch deck
- #1504 60-inch deck with side discharge
- #2093 suspension seat with arm rests, 24" high back
- TCB10953 mulch kit
- BUC11070 ShadePro™ canopy Z900 series

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:5/9/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Sunsouth LLC for two 2023 John Deere FM4117 rear-discharge flex-wing grooming mowers for Parks Dept.
General fund

Amount of Contract:

$60,153.56

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230504 Sunsouth Agenda Package POs	Cover Memo	5/4/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	5/4/2023 - 2:17 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
3104	2023	(F7000) MOTOR POOL	TWO JOHN DEERE FM4117 FLEX-WING GROOMING MOWERS FOR PARKS DEPT (SEALED BID 5791)	$60,153.56	(291912) SUNSOUTH LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00003104-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SUNSOUTH LLC	MOTOR POOL
8420 TANNER WILLIAMS RD	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36608	CARTERD@CITYOFMOBILE.ORG
Tel#251-649-3892	Delivery Reference
Fax 251-649-3896	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/13/22	291912	12/09/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	GROOMING MOWER AS SPECIFIED: 2022 OR NEWER JOHN DEERE FM4117 REAR DISCHARGE FLEX-WING GROOMING MOWER WITH LIGHT BAR. VENDOR TO PROVIDE JOHN DEERE FM4117 MOWER AS PER CITY OF MOBILE BID #5791 AND YOUR QUOTE.	2.00 EACH	30076.78000	60153.56

Additional Description Notes

2022 OR NEWER JOHN DEERE FRONTIER FM1017R REAR DISCHARGE FLEX-WING GROOMING MOWER WITH LIGHT BAR. REQUESTED BY PARKS.

1 2000.80.00.0000.0000.0000.0000.0000.47120.
E C0756 .VEHICLEEXP. . 60153.56

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 60153.56

Bill To	Requisition 00003104-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SUNSOUTH LLC	MOTOR POOL
8420 TANNER WILLIAMS RD	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36608	CARTERD@CITYOFMOBILE.ORG
Tel#251-649-3892	Delivery Reference
Fax 251-649-3896	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/13/22	291912	12/09/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
E C0756 .VEHICLEEXP. .	60153.56	6.10

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47120.	60153.56	

CAPITAL IMPROVEMENTS FUND EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Rejected	12/13/22	DANIEL OTTO	rejected for corrections
Approved	12/14/22	DANIEL OTTO	
Approved	12/14/22	BRENDA RHODES	
Approved	12/14/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	12/14/22	RELYA MALLORY	Auto approved by: 910511034
Approved	02/27/23	DONALD ROSE	Approved by: 9105fola
Approved	02/27/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	02/27/23	KAREN NAMAN	Auto approved by: 910516727
Approved	02/27/23	JOHN PAINE	Auto approved by: 910516727
Approved	02/27/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5791
TRACTOR TOWED MOWERS

	CAPITAL TRACTOR	SUNSOUTH
DEERE FLEX WING ROTARY CUTTER	$31,041.96	$27,100.08
FRONTIER GROOMING MOWER	$26,814.28	$30,076.78

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:
03/20/2023	5791	MOTOR POOL	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, APRIL 7, 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.					

TRACTOR TOWED MOWERS

Appx 1-3

Deere Flex Wing Rotary Cutter with stand features and 9400 front safety chain second row chain and 9410 rear safety shield, second row chains.

Deere FC15R/22FOP Flex Wing Rotary Cutter. NO SUBSTITUTE

Make_____Model_____

Upon award, the City will purchase a minimum of 1 Deere Flex Wing mower.

Appx 2-4

Grooming mower towed type, rear discharge with lightbar, Frontier FM1017R rear discharge, NO SUBSTITUTE

Frontier FM1017R grooming mower, NO SUBSTITUTE

Make_____Model_____

Upon award, the City will purchase a minimum of 2 towed type grooming mowers.

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 _____

1093

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 feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

TO BE AWARDED ON AN 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.

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.

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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:5/9/2023

Submitted by:

Jennifer Greene, Programs and Project Management

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Transfer of funds in the amount of $100,000.00 from capital project C0526 (20002000.94070) CIP Greenway Trail Sections 1 & 2 to Project G-TAP3MC (50015001.93030) as match for the FY22 TAP Grant.

Funding Source

Project # 3MC Greenway Trail Segment 1 TAP **Discretionary Funds**

Project String G-TAP3MC.MATCHINGGR **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	5/3/2023
Joint Budget Transfer Request	Backup Material	5/3/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	5/4/2023 - 9:36 AM
Legal	Kern, Chris	Approved	5/4/2023 - 11:28 AM
Legal	Kern, Chris	Approved	5/4/2023 - 11:28 AM
Mayors Office	Montgomery, Brandi	Approved	5/4/2023 - 2:47 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson,
Councilmember Gina Gregory, District 7

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $100,000.00 be transferred from capital project C0526 (20002000.94070) CIP Greenway Trail Sections 1 & 2 to Project G-TAP3MC (50015001.93030). These funds will be reallocated and used as match for the FY22 TAP Grant.

Adopted:

_____
City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM GRANTS MANAGEMENT DEPT. 2590

DATE OF REQUEST: 5/01/2023

JOINT BUDGET TRANSFER: ☐(from one fund to another)

DISTRICT#: 7

REQUEST: Please transfer $ 100,000.00

FROM CAPITAL PROJECT#: C0526

CAPITAL PROJECT NAME: CIP Greenway Trail Sec 1 & 2

DEPT. PROJECT#: _____

TO GRANT FUND PROJECT#: G-TAP3MC

PROJECT NAME: 3MC GREENWAY TRAIL SEGMENT 1 TAP.

ACCT PROJECT STRING#: G-TAP3MC.MATCHINGGR

Employee signature

Approval signature

Created by B. Rhodes 7/6/2022

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

Jenn Greene, Programs and Project Management

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Transfer of Funds from capital project C0291 (20002000.94070) CIP Mobile Greenway Initiative to Project G-3MCGREEN (50235023.93030) Mobile Greenway Initiative: 3MC as match for the FY18 TAP Grant.

Funding Source

Project # Mobile Greenway Initiative: 3MC G-3MCGREEN	**Discretionary Funds**
Project String G-3MCGREEN.MATCHINGGR	**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	5/3/2023
Joint Budget Transfer Request	Backup Material	5/3/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	5/4/2023 - 9:33 AM
Legal	Kern, Chris	Approved	5/4/2023 - 10:56 AM
Legal	Kern, Chris	Approved	5/4/2023 - 11:03 AM
Mayors Office	Montgomery, Brandi	Approved	5/4/2023 - 2:48 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson,
Councilmember Cory Penn, District 1

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $263,773.00 be transferred from capital project C0291 (20002000.94070) CIP Mobile Greenway Initiative to Project G-3MCGREEN (50235023.93030) Mobile Greenway Initiative: 3MC. These funds will be reallocated and used as match for FY18 TAP Grant.

Adopted:

_____
City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM GRANTS MANAGEMENT DEPT. 2590

DATE OF REQUEST: 5/01/2023

JOINT BUDGET TRANSFER: ☐(from one fund to another)

DISTRICT#: 1

REQUEST: Please transfer $ 263,773.00

FROM CAPITAL PROJECT#: C0291

CAPITAL PROJECT NAME: CIP Mobile Greenway Initiative

DEPT. PROJECT#: _____

TO GRANT FUND PROJECT#: G-3MCGREEN

PROJECT NAME: Mobile Greenway Initiative: 3MC

ACCT PROJECT STRING#: G-3MCGREEN.MATCHINGGR

Employee signature

Approval signature

Created by B. Rhodes 7/6/2022

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

Relya Gill Mallory, Capital Projects Administrator

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

That the sum of $40,550,000.00 be specifically allocated pursuant to Alabama Code Section 11-44C-57 from the unassigned fund balance in the General Fund (1000) to various Capital Projects in the Capital Improvements Fund (2000).

Funding Source

Project # **Discretionary Funds**

Project String 2000.2000 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Unassigned Fund Balance Transfer - May 2023	Cover Memo	5/4/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	5/4/2023 - 12:43 PM
Budget	Holt, Robert	Approved	5/4/2023 - 1:33 PM
Legal	Kern, Chris	Approved	5/4/2023 - 2:22 PM
Legal	Kern, Chris	Approved	5/4/2023 - 2:22 PM
Mayors Office	Montgomery, Brandi	Approved	5/4/2023 - 2:48 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, **ALABAMA,** that the sum of $40,550,000.00 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 (2000):

C0721	US 45 Median Improvements	$2,700,000
C0758	Parking Lot-Resurfacing-City Fac	950,000
NEW	Boys & Girls Club/Ctr & Pantry	500,000
NEW	Civic Center Site Design & Util Reloc	1,000,000
NEW	Civic Center Project Management	1,000,000
NEW	Civic Center Arena & Theatre	3,000,000
NEW	Equipment-Police Security Shields	150,000
C0660	Brookley By the Bay	1,600,000
C0826	Civic Center Parking Facility	29,000,000
NEW	Civic Center Marketing Contract	150,000
NEW	Citywide Small Asphalt Repairs	500,000

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

Casi Callaway, Chief Resilience Officer

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Transfer of funds in the amount of $40,012.00 from C0019 (20002000.94070) Public Facility Improvement Fund to Miscellaneous Grant Fund (50005000.93030) as match for the Alabama Department of Economic & Community Affairs State-Funded Electric Vehicle Charging Infrastructure Grant Program, if awarded.

Funding Source

Project # Project will be created once grant is approved

Discretionary Funds

Project String G-XXXXX.MATCHINGGR

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	5/4/2023
Joint Budget Transfer Request	Backup Material	5/4/2023
Revised Budget Transfer Form	Cover Memo	5/4/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	5/4/2023 - 11:07 AM
Legal	Kern, Chris	Approved	5/4/2023 - 11:29 AM
Legal	Kern, Chris	Approved	5/4/2023 - 11:30 AM

Mayors Office	Montgomery, Brandi	Approved	5/4/2023 - 2:49 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 sum of $40,012.00 be transferred from C0019 (20002000.94070) Public Facility Improvement Fund to Miscellaneous Grant Fund (50005000.93030). These funds will be reallocated and used as match for the Alabama Department of Economic & Community Affairs (ADECA) State-Funded Electric Vehicle Charging Infrastructure Grant Program, if awarded funding.

Adopted:

_____
City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM GRANTS MANAGEMENT DEPT. 2590

DATE OF REQUEST: 5/03/2023

JOINT BUDGET TRANSFER: ☐(from one fund to another)

DISTRICT#: 1

REQUEST: Please transfer $ 40,012.00

FROM CAPITAL PROJECT#: C0019

CAPITAL PROJECT NAME: PUBLIC FACILITY IMPROVEMENT FUND

DEPT. PROJECT#:

TO GRANT FUND PROJECT#: 5000

PROJECT NAME: PROJECT WILL BE CREATED ONCE GRANT IS APPROVED

ACCT PROJECT STRING#: G-XXXXX.MATCHINGGR

Employee signature

Approval signature

Created by B. Rhodes 7/6/2022

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM GRANTS MANAGEMENT DEPT. 2590

DATE OF REQUEST: 5/03/2023

JOINT BUDGET TRANSFER: ☐(from one fund to another)

DISTRICT#: 1

REQUEST: Please transfer $ 40,012.00

FROM CAPITAL PROJECT#: C0019

CAPITAL PROJECT NAME: PUBLIC FACILITY IMPROVEMENT FUND

DEPT. PROJECT#: _____

TO GRANT FUND PROJECT#: 5000

PROJECT NAME: PROJECT WILL BE ADDED ONCE GRANT IS APPROVED

ACCT PROJECT STRING#: 50005000.93030

Employee signature

Approval signature

Created by B. Rhodes 7/6/2022

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Smalls and Mayor Stimpson

Purpose and Scope of Project:

For the installation of a new emergency generator at the Mobile Police Department First Precinct

Amount of Contract:

$68,200.00

Funding Source

Project # Mobile Police Department First Precinct - Emergency Generator Installation PD-071G-21

Discretionary Funds

Project String C0636 1st Precinct Backup Generator, Etc. (20002000-48010)

Contract Number:4452

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	5/4/2023 - 10:00 AM
Capital	Rhodes, Brenda	Approved	5/4/2023 - 11:25 AM
Legal	Kern, Chris	Approved	5/4/2023 - 11:47 AM
Mayors Office	Montgomery, Brandi	Approved	5/4/2023 - 2:22 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

Jennifer Greene, Director of Programs and Project Management

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

The attached contract between the City of Mobile and McElhenney Construction Company, LLC is for the construction of Phase 2 of the Three Mile Creek Watershed Restoration project, Twelvemile Creek Bank Stabilization University Boulevard to East Drive. The McElhenney Construction Company, LLC team was chosen through an Alabama Department of Conservation and Natural Resources (ADCNR) approved, competitive City of Mobile bid process that is aligned with the federal procurement policies, and their team consists of staff from Hughes Plumbing and Utility, Construction Labor Services, Ferguson Enterprises, and Vulcan Materials.

Amount of Contract:

$4,778,868.00

Effective Date of Contract:

5/8/2023

Funding Source

Project # THREE MILE CREEK WATERSHED RESTORATION PHASE 2 (STATE EXPENDITURE PLAN #16) - G-12MCWAT

Discretionary Funds N/A

Project String G-12MCWAT

Contract Number:N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds $4,778,868.00

Matching Funds $0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	5/3/2023
Contract	Backup Material	5/3/2023

resolution	Cover Memo	5/4/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	5/3/2023 - 9:43 PM
Accounting	Christian, Rebecca	Approved	5/4/2023 - 10:20 AM
Legal	Kern, Chris	Approved	5/4/2023 - 10:58 AM
Legal	Kern, Chris	Approved	5/4/2023 - 11:33 AM
Mayors Office	Montgomery, Brandi	Approved	5/4/2023 - 2:48 PM

May 03, 2023

Dear Councilmembers:

The attached contract between the City of Mobile and McElhenney Construction Company, LLC is for the construction of Phase 2 of the Three Mile Creek Watershed Restoration project, Twelvemile Creek Bank Stabilization University Boulevard to East Drive. The McElhenney Construction Company, LLC team was chosen through an Alabama Department of Conservation and Natural Resources (ADCNR) approved, competitive City of Mobile bid process that is aligned with the federal procurement policies, and their team consists of staff from Hughes Plumbing and Utility, Construction Labor Services, Ferguson Enterprises, and Vulcan Materials.

This contract is funded through the subaward agreement for Grant Number S1P16-TMCR between the ADCNR and the City of Mobile for the Three Mile Creek Watershed Restoration, which was adopted by City Council on August 11, 2020. These federal funds originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). The purpose of this project is to complete the engineering and construction for the restoration and protection of water quality of the area's fresh, estuarine, and marine water resources by providing bank and stream stabilization along Twelvemile Creek and the dredging and restoration of Langan Park Lake, both of which drain into Three Mile Creek and Mobile Bay.

We look forward to continued communication on this important project. Please call either Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org or Lance Slater at 251-208-1037 or email lance.slater@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

MOBILE
ALABAMA

TWELVE MILE CREEK BANK STABILIZATION

EAST DRIVE TO UNIVERSITY BLVD.

PROJECT NO. 2018-3005-09

BID DATE – FEBRUARY 15, 2023



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ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, FEBRUARY 15, 2023 and then publicly opened and read in the Atrium, Government Plaza, 1st Floor, for constructing:

Project No: 2018-3005-09
Project: TWELVE MILE CREEK BANK STABILIZATION EAST DRIVE TO UNIVERSITY BLVD.
Project Description: Restoration repairs to creek bed and along creek bank

Use of Gender. The use of any gender herein shall be deemed or include the other genders, and the use of the singular herein shall be deemed to be or include the plural (and vise versa), wherever appropriate.

Plans and contract documents may be inspected and obtained from the office of McCrory & Williams, Inc. upon payment of One-Hundred dollars ($100.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on February 12, 2023

A Mandatory Pre-Bid Conference will be held in the Executive Room, 1st Floor, Mobile Government Plaza, 205 Government Street, Mobile, Alabama on FEBRUARY 8, 2023 at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. *Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.* **A single individual cannot represent more than one contracting company.**

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

The BID SCHEDULE may be examined at the following locations:
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 Gulf Coast Ecosystem Restoration Council ("RESTORE Council", also "Council") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the RESTORE Council Financial Assistance Standard Terms and Conditions, including any Special Award Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act, 33 U. S. C. 1321(t) et seq., the U.S. Department of the Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart F, all applicable terms and conditions in 2 C. F. R. Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable. Notwithstanding the above, neither ADCNR nor the RESTORE Council, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any contractor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee or servant of ADCNR or the RESTORE Council.

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.

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the City of Mobile, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company registered to do business in Alabama acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include

comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The Contractor and his subconsultants will each be required to have valid registration on sam.gov and submit proof of sam.gov registration.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **TWELVE MILE CREEK BANK STABILIZATION EAST DRIVE TO UNIVERSITY BLVD**, City of Mobile Project No. **2018-3005-09**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES JANUARY 15, 22, 29 AND FEBRUARY 5.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:
Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents. BIDS SHALL REMAIN VALID FOR 90 DAYS AFTER BID OPENING.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:
The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:
Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:
The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:
Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:
Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default. Bid bond shall remain valid for 90 days after bid opening.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed as stated above and marked on the outside "Bid for completion of **TWELEVE MILE CREEK BANK STABILIZATION EAST DRIVE TO UNIVERSITY BLVD**, City of Mobile Project No. **2018-3005-09**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or

complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

Unless otherwise specified, a bidder must submit evidence that he is pre-qualified to bid State of Alabama Department of Transportation (ALDOT) projects. The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) **Major Classification** or a Highways & Streets (HS) **Major Classification** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
c. Contractor default under previous contracts with the owner.
d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City of Mobile.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, or one with substantially the same wording, 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 Project Manager 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 Project Manager 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 Project Manager at least forty-eight (48) hours notice in writing before resuming operations.

(b) General: The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the Project Manager. The

Contractor shall provide sufficient material, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the Project Manager will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the Project Manager may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

INFORMATION FOR BIDDERS RELATED TO RESTORE ACT FUNDING

A. MINORITY BUSINESS ENTERPRISE AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) REQUIREMENTS: Documentation of compliance with the MBE/WBE requirements is a matter of contractor responsibility. When subcontracting, the contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence; MBE/WBE requirements and required documentation are outlined in ADCNR Required Attachments Section of the Contract Documents. Failure on the part of the contractor to submit proper documentation may cause the Owner to not execute or to terminate the contract.

B. DAVIS BACON AND RELATED ACTS: The Davis-Bacon Act and Related Acts are applicable to construction activities under this Contract. The prime contractor, all sub-contractors, and all lower-tier sub-contractors must comply with the Davis-Bacon Act (40 USC. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). The Contract Work Hours and Safety Standards Act (29 CFR §5.5(b)) applies to this contract and the Copeland "Anti-Kickback" Act (40 USC. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") also applies to all work performed.

Detailed information regarding compliance with the aforementioned labor standards is included in the ADCNR Required Attachments Section of the Contract Documents.

See Attachment H 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.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 2/15/23

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the Project Manager, as well as the premises

Project Name: TWELVE MILE CREEK BANK STABILIZATION EAST DRIVE TO UNIVERSITY DRIVE
Project No: 2018-3005-09
Project Description: Restoration repairs of creek bed and creek banks
Major work items include: Restoration earthwork, rip-rap, creek stabilization

The Bidder further agrees to construct the improvements in **310** calendar days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 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, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on February 12, 2023. Any such interpretation, and/or any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
201-A	Clearing and Grubbing	1	LS	110,000.00	One Hundred Ten Thousand DOLLARS zero CENTS	110,000.00
210-A1	Unclassified Excavation	15,000	CY TBM	23.00	Twenty Three DOLLARS zero CENTS	345,000.00
210-A2	Excavation and Site Prep for pile placement [Step Down Wall]	1	LS	49,460.00	Forty Nine Thousand Four Hundred Sixty DOLLARS zero CENTS	49,460.00
210-D1	Borrow Excavation (A-2-4 or Better)	200	CY TBM	28.00	Twenty Eight DOLLARS zero CENTS	5,600.00
210-D2	Borrow Excavation (Select Backfill) (A-6 or A-7)	400	CY TBM	47.00	Forty Seven DOLLARS zero CENTS	18,800.00
305-B	Crushed Aggregate Top Surfacing (B-Base)	500	TCIP	87.00	Eighty Seven DOLLARS zero CENTS	43500.00
430-B	Aggregate Surfacing, No. 1 Stone	300	TCIP	64.00	Sixty Four DOLLARS zero CENTS	19,200.00
505-E1	Permanent Steel Sheet Piling AZ-18 (or Equal) [Step Down Wall]	3100	LF	120.00	One Hundred Twenty DOLLARS zero CENTS	372,000.00
505-E2	Slope Protection STEEL SHEET PILING sta 11+25 Side Slope (Contingency)	1,000	LF	163.00	One Hundred Sixty Three DOLLARS zero CENTS	163,000.00

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
505-E2	Slope Protection STEEL SHEET PILING Sta 23+25 Side Slope	1,000	LF	120.00	One Hundred Twenty DOLLARS zero CENTS	120,000.00
505-E2	Slope Protection STEEL SHEET PILING Sta 30+25 Side Slope (Contingency)	500	LF	176.00	One Hundred Seventy Six DOLLARS zero CENTS	88,000.00
533-A1	6" Storm Sewer Pipe, Aluminized Metal	20	LF	48.00	Forty Eight DOLLARS zero CENTS	960.00
533-A2	18" Storm Sewer Pipe, Aluminized Metal	20	LF	142.00	One Hundred Forty Two DOLLARS zero CENTS	2,840.00
533-A3	24" Storm Sewer Pipe, Aluminized Metal	20	LF	175.00	One Hundred Seventy Five DOLLARS zero CENTS	3,500.00
533-A4	36" Storm Sewer Pipe, Aluminized Metal	20	LF	234.00	Two Hundred Thirty Four DOLLARS zero CENTS	4,680.00
533-A5	58"x36" Storm Sewer Pipe, Aluminized Metal	20	LF	302.00	Three Hundre Two DOLLARS zero CENTS	6,040.00
533-A6	42" Storm Sewer Pipe, Aluminized Metal	120	LF	249.00	Two Hundred Forty Nine DOLLARS zero CENTS	29,880.00
600-A	Mobilization	1	LS	363,263.00	Three Hundred Sixty Three Thousand Two Hundred Sixty Three DOLLARS zero CENTS	363,263.00
608-A	Separation Geotextiles (MIRAFI 180N)	1500	SYIP	7.00	Seven DOLLARS zero CENTS	10,500.00
610-C1	Loose Riprap, Class 2, 12"- 18" Thick	11,000	TON	107.00	One Hundred Seven DOLLARS zero CENTS	1,177,000.00

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
610-C2	Loose Riprap, Class 3, 24" Thick	3,000	TON	120.00	One Hundred Twenty DOLLARS zero CENTS	360,000.00
610-D	Filter Blanket, Geotextile, (Non-woven)	16,000	SY	5.00	Five DOLLARS zero CENTS	80,000.00
615-B	Grout for Riprap	40	CY	504.00	Five Hundred Four DOLLARS zero CENTS	20,160.00
620-A	Minor Structure Concrete	40	CY	976.00	Nine Hundred Seventy Six DOLLARS zero CENTS	39,040.00
650-A	Topsoil	500	CY	46.00	Forty Six DOLLARS zero CENTS	23,000.00
652-A	Seeding (Native Seed Mix)-Hydraulically applied	3	ACRE	3,000.00	Three Thousand DOLLARS zero CENTS	9,000.00
654-A	Solid Sodding	500	SY	10.00	Ten DOLLARS zero CENTS	5,000.00
656-A	Mulching - Erosion Control Netting	2	ACRE	3,500.00	Three Thousand Five Hundred DOLLARS zero CENTS	7,000.00
657-EX	Step Pool (Boulders)	100	TON	375.00	Three Hundred Seventy Five DOLLARS zero CENTS	37,500.00
659-A	Rolled Erosion Control Product (COIR Fabric)	9,000	SY	5.00	Five DOLLARS zero CENTS	45,000.00
660-A	Biotic Soil Media	2	ACRE	1,820.00	One Thousand Eight Hundred Twenty DOLLARS zero CENTS	3,640.00
665-A	Temporary Seeding-Hydraulically Applied	4	ACRE	1,460.00	~~Five Thousand Eight~~ One Thousand Four Hundred ~~Forty~~ Sixty DOLLARS zero CENTS JBM	5,840.00

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
665-E	Polyethylene	2,000	SY	3.00	Three DOLLARS zero CENTS	6,000.00
665-I	Temporary Riprap, Class 2	1,000	TON	105.00	One Hundred Five DOLLARS zero CENTS	105,000.00
665-J	Silt Fencing, Type A	3,000	LF	6.00	Six DOLLARS zero CENTS	18,000.00
665-K	Drainage Sump Excavation	300	CY	30.00	Thirty DOLLARS zero CENTS	9,000.00
665-L	Floating Basin Boom	400	LF	33.00	Thirty Three DOLLARS zero CENTS	13,200.00
665-X	Temporary Erosion Control Plan	1	LS	18,000.00	Eighteen Thousand DOLLARS zero CENTS	18,000.00
674-A	Construction Safety Fence	1,000	LF	3.00	Three DOLLARS zero CENTS	3,000.00
690-C	Gabion Twisted Wire Mesh Only	1,200	CY	356.00	Three Hundred Fifty Six DOLLARS zero CENTS	427,200.00
690-D	REVET MATTRESS, 9" THICK Twisted Wire Mesh Only	2,000	SY	190.00	One Hundred Ninety DOLLARS zero CENTS	380,000.00
710-A	Project Sign	1	EA	265.00	Two Hundred Sixty Five DOLLARS zero CENTS	265.00
740-X	Traffic Control Plan and Implementation	1	LS	1,800.00	One Thousand Eight hundred DOLLARS zero CENTS	1,800.00
999-X	Work of a Similar Nature Utilizing Bid Items To Be Determined By Engineer	1	LS	$100,000.00	ONE HUNDRED THOUSAND DOLLARS ZERO CENTS	$100,000.00
				TOTAL BASE BID		$4,649,868.00

ADDITIVE BID 1						
505-E1	Sewer Crossing Sheet Piling (AZ-18 or Equal)	750	LF	172.00	One Hundred Seventy Two DOLLARS 2850 CENTS	129,000.00
					SUBTOTAL ADDITIVE BID 1	129,000.00
					GRAND TOTAL BASE BID + ADDITIVE BID 1	4,778,868.00

Total Project Bid

Total (All items listed in Proposal) _____

Written in words _____

Number of calendar days to complete 310

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder M'Elhenney Construction, LLC
(If a Corporation)

By _____
President
Josh M'Elhenney
Print

_____
Secretary
Josh M'Elhenney
Print

_____
Treasurer
Josh M'Elhenney
Print

Business Address PO Box 1409 Theodore AL

Business Address PO Box 1409 Theodore AL

Business Address PO Box 1409 Theodore AL

(Corporate Seal)

ATTEST: _____
Secretary

Name of State under the Laws of which the Corporation was chartered:

49555
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That McElhenney Construction Compamy, LLC
(Name of Contractor)
3835 Gordon John Drive, Mobile, AL 36693
(Address)
as Principal, and Western Surety Company
(Name of Surety)
151 N. Franklin Street, Chicago, IL 60606
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **TWELVE MILE CREEK BANK STABILIZATION EAST DRIVE TO UNIVERSITY BLVD. City of Mobile Project No. *2018-3005-09.***

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered February 15, 2023 (Date)
McElhenney Construction Company, LLC
By: _____ (Contracting Firm)
Witness as to Principal By: _____ (SEAL)
Western Surety Company (Name of Surety)
COUNTERSIGNED: _____
Billie Jo Sanders, Attorney-in-Fact
Alabama Resident Agent By _____
Billie Jo Sanders

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr., David J Durden, Milton A Kopf III, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th 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.

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That_____
(Name of Contractor)

_____
(Address)

as Principal, and _____
(Name of Surety)

_____
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **TWELVE MILE CREEK BANK STABILIZATION EAST DRIVE TO UNIVERSITY BLVD. City of Mobile Project No. *2018-3005-09.***

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered _____ (Date)

_____(Contracting Firm)

Witness as to Principal By: _____(SEAL)

_____ (Name of Surety)

COUNTERSIGNED: _____

Alabama Resident Agent By_____

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we McElhenney Construction Company, LLC 3835 Gordon John Dr., Mobile, AL 36693 as Principal and Western Surety Company, 151 N. Franklin St. 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 Four Million, Seven Hundred Seventy Eight Thousand, Eight Hundred Sixty Eight & N0/100 Dollars ($ 4,778,868.00) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20____ (hereinafter called the Contract) for Twelve Mile Creek Bank Stablization East Drive to University Blvd. which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

McElhenney Construction Company, LLC
(Corporate Name)

BY: _____
(Signature)

ATTEST: _____ Josh McElhenney
(Signature) (Print)

Robert McDonough (Print) ITS: President
ITS: P.M. (Title)

Western Surety Company
(Surety sign here)(Corporate name)

BY: _____
(Signature)

ATTEST: Billie Jo Sanders
(Print)

Connie Smith
(Signature) ITS: Attorney-in-Fact
(Title)

Connie Smith (Print)

ITS: Witness

Corporate Seal

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we McElhenney Construction Company, LLC
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of Four Million, Seven Hundred Seventy Eight Thousand, Eight Hundred Sixty Eight and No/100 dollars ($ 4,778,868.00), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20__, entered into a Contract with the Owner for Twelve Mile Creek Bank Stablization East Drive to University Blvd. Project No. 2018-3005-09 which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

In the presence of:

_____

_____

Individual Principals sign here

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

(Corporate Name)
McElhenney Construction Company, LLC

BY: _____
(Signature)

Josh McElhenney
(Print)

ITS: President
(Title)

ATTEST: _____
(Signature)

Robert McDonough (Print)

ITS: P.M.
(Title)

(Surety sign here)(Corporate name)
Western Surety Company

BY: _____
(Signature)

Billie Jo Sanders
(Print)

ITS: Attorney-in-Fact
(Title)

ATTEST: _____
(Signature)

Connie Smith (Print)

ITS: Witness
(Title)

Corporate Seal

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

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.

MCELCON-01 AFOSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Abby Foster	
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3609	FAX (A/C, No): (334) 244-0350
	E-MAIL ADDRESS: afoster@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co.	16535
INSURED	INSURER B : Clear Blue Specialty Insurance Company	28860
McElhenney Construction Co., LLC P.O. Box 1409 Theodore, AL 36590	INSURER C : Transguard Insurance Company of America	28886
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	GLO3538202-00	7/1/2022	7/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X X,C,U Included						MED EXP (Any one person)	$ 10,000
	X Contractual Liab Inc						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EBL Aggregate	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS	X	X	BAP3538203-00	7/1/2022	7/1/2023	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	WCCN-CEL-0001796-01	7/1/2022	7/1/2023	AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A	X	WC3538201-00	7/1/2022	7/1/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Leased/Rented Equip			IMP 1000841-00	7/1/2022	7/1/2023	$2,500 Ded/Per Item	400,000
C	Sched. Equip.			IMP 1000841-00	7/1/2022	7/1/2023	$2,500 deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Twelve Mile Creek Bank Stabilization, East Dr. to University Blvd. Project No. 2018-3005-09

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, Workers Compensation, and Umbrella Liability where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

City of Mobile
9th Floor South Tower
205 Government Street
Mobile, AL 36644

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David J Dueck

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ITEM VII
INSURANCE

A. INDEMNIFICATION: Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

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

3. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the Programs and Project Management, 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 Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

14. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

15. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

16. 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).

17. 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).

18. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. [There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance

until project completion and any other incidentals necessary to complete the job shall be considered incidental to the project Item 740 Traffic Control. The Contractor shall restore existing traffic mechanisms to original condition. [OR] Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.]

19. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

20. 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).

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. **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.**

29. 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.

30. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

31. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

32. 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.

33. 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.

34. The Contractor shall notify property owners, identified by the City, prior to construction. Notifications shall be approved by Programs and Project Management Department prior to the Contractor notifying the property owners. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

35. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

36. 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.

37. 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.

38. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

39. There shall be **NO** adjustment to fuel or asphalt index for this project.

40. 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. Work/payment may be halted by the City Project Manager, until control measures are properly addressed. Contractor shall be held for any resulting delays.

41. 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.

42. 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.

43. 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. Working hours will be limited to standard working hours (7:00 am – 5:00 pm) and shall adhere to City Municipal Code Chapter 39 Article 4. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

50. Contractor shall make every effort to take adequate measure protect existing trees in the construction area.

51. Workmen shall wear reflectorized vests, shirts or jackets.

52. Prior to construction, the Contractor shall provide the Engineer his proposed schedule/sequence of construction in a Gantt Chart for the Engineer's approval.

53. 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.

54. Additive bid items 1, 2, and 3: The quantity of work set forth in Additive Bid Items have been established to provide for additional erosion protection within the project construction limit, where highly erodible soils are encountered or where directed by the Owner or Engineer.

55. Basis of Award: The City of Mobile has a limited amount budgeted for work on this project. The City will compare the bid prices received for work on the project to the budgeted amount and make an award to the lowest responsive and responsible bidder.

The Basis of Award to the lowest responsive and responsible bidder will be for one of the following:

- The Base Bid Items
- The Base Bid Items Plus Any Combination of any of the Additive Bid Items.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and McElhenney Construction Company, LLC party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these presents does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: TWELEVE MILE CREEK BANK STABILIZATION EAST DRIVE TO UNIVERSITY BLVD
Project No: 2018-3005-09
Project Description: Restoration repairs of creek bed and creek bank
Major work items include: Restoration earthwork, rip-rap, creek stabilization

City of Mobile Project Number **2018-3005-09**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total **$** 4,778,868.00) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, Alabama Department of Transportation Standard Specifications for Highway Construction 2018 edition, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **McCRORY & WILLIAMS, INC.**

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work. Current wage rates are provided in Attachment H.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

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

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) This contract is funded through the subaward agreement for Grant Number S1P16-TMCR between the Alabama Department of Conservation and Natural Resources and the City of Mobile. These federal funds originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act).

PROHIBITION OF BOYCOTTING:

(27) By signing this contract, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

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.

TERMINATION FOR "CAUSE" AND "CONVENIENCE" CLAUSE:

(29)Termination for Cause: If the Contractor fails to begin the Work under Contract within the time specified, or fails to perform the Work with sufficient workmen, equipment, or materials, to insure its prompt completion, or performs the Work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or discontinues the prosecution of the Work, or from any other cause whatsoever does not carry the Work in an acceptable manner, or becomes insolvent or is adjudicated as bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of 10 days, the Owner or his representative may give notice in writing by registered mail to the Contractor and the Surety of such delay, neglect, or default. If within 10 days after such notice the Contractor does not proceed to remedy to the satisfaction of the Owner the fault specified in said notice, or the Surety does not proceed to take over the Work for completion, the Owner shall have full power and authority, without impairing the obligation of the Contract or the Contract Bonds, to take over the completion of the Work; to appropriate or

use any or all material and equipment on the ground that may be suitable and acceptable; to enter into agreements with others for the completion of the Contract according to the terms and provisions thereof; or to use such other methods as in its opinion may be required for the completion of the Contract. The Contractor and his Surety shall be liable for all costs and expenses incurred by the Owner in completing the Work, and also for the liquidated damages in conformity with the terms of the Contract. In case the sum of such liquidated damages and the expense so incurred by the Owner is less than the sum which would have been payable under the Contract if it had been completed by the Contractor or his Surety, the Contractor or his Surety shall be entitled to receive the difference; and in case the sum of such expense and such liquidated damages exceeds the sum which would have been payable under the Contract, the Contractor and his Surety shall be liable and shall pay to the Owner the amount of such excess. Notice to the Contractor shall be deemed to be served when delivered to the person in charge of any office used by the Contractor, his representative at or near the Work or by registered mail addressed to the Contractor at his last known place of business.

Termination for Convenience: The Owner may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

DEFAULT OF CONTRACT:

(30) If the Contractor fails to begin the Work under Contract within the time specified, or fails to perform the Work with sufficient workmen, equipment, or materials, to insure its prompt completion, or performs the Work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or discontinues the prosecution of the Work, or from any other cause whatsoever does not carry the Work in an acceptable manner, or becomes insolvent or is adjudicated as bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of 10 days, the Owner or his representative may give notice in writing by registered mail to the Contractor and the Surety of such delay, neglect, or default. If within 10 days after such notice the Contractor does not proceed to remedy to the satisfaction of the Owner the fault specified in said notice, or the Surety does not proceed to take over the Work for completion, the Owner shall have full power and authority, without impairing the obligation of the Contract or the Contract Bonds, to take over the completion of the Work; to appropriate or use any or all material and equipment on the ground that may be suitable and acceptable; to enter into agreements with others for the completion of the Contract according to the terms and provisions thereof; or to use such other methods as in its opinion may be required for the completion of the Contract. The Contractor and his Surety shall be liable for all costs and expenses incurred by the Owner in completing the Work, and also for the liquidated damages in conformity with the terms of the Contract. In case the sum of such liquidated damages and the expense so incurred by the Owner is less than the sum which would have been payable under the Contract if it had been completed by the Contractor or his Surety, the Contractor or his Surety shall be entitled to receive the difference; and in case the sum of such expense and such liquidated damages exceeds the sum which would have been payable under the Contract, the Contractor and his Surety shall be liable and shall pay to the Owner the amount of such excess. Notice to the Contractor shall be deemed to be served when delivered to the person in charge of any office used by the Contractor, his representative at or near the Work or by registered mail addressed to the Contractor at his last known place of business.

NOTICE OF AWARD AND NOTICE TO PROCEED:

(31) The award of the Contract, if it is to be awarded, will be by the Owner to the lowest responsible Bidder whose Proposal shall comply with all the requirements necessary to render it formal. The successful Bidder will be notified by letter, mailed to the address shown on his Proposal, that his bid has been accepted and that he has been awarded the Contract. Award will be made within 60 days after bids are received unless otherwise stated in the Special Provisions. This period may be extended if mutually agreeable to Owner and Contractor.

The Owner, before awarding the Contract, may require a reviewed financial statement. If, in the opinion of the Owner, this statement does not justify the award, the Owner reserves the right to reject the low bid. The reviewed financial statement shall contain, as a minimum, a review of financial statements including performing inquiry and analytical procedures that provide the Owner with a reasonable basis for expressing limited assurance that there are not material modifications that should be made to the statements in order for them to be in conformity with generally accepted accounting principles or, if applicable, with any other comprehensive basis of accounting. The financial statement shall be submitted within 10 days of the Owner's request.

Should it be necessary to eliminate part of the Work in order to award the Contract within the funds available for construction, the Owner reserves the right to designate the portion of the Work to be omitted. The amount of deduction will be determined by multiplying the quantity of items omitted by the unit price or lump sum bid for such items, or by negotiation.

The Contract shall be signed by the successful Bidder and returned to the Engineer with satisfactory Contract Bonds within 10 days after the date of Notice of Award.

CHANGE ORDERS:

(32) Extra Work as hereinbefore defined, when authorized and accepted will be paid for in accordance with the following:

A. The Contractor shall submit to the Owner or its authorized representative a written agreement for the Work to be done and basis of payment (lump sum, force account or unit price), and submit the same to the Owner for authorization to perform such Extra Work.
   1. When Extra Work is authorized to be paid for on a lump sum basis, the Contractor shall compute the percentage done each month and submit with the monthly estimate, a detail sheet showing this percentage and the amount due.
   2. When Extra Work is authorized to be paid for on a unit price basis, the Contractor shall include on each monthly estimate the amount of Work done that month.
   3. When Extra Work is authorized to be paid for on a Force Account basis, the Contractor shall furnish itemized statements to the Engineer of the cost of all Force Account work, which shall include a certified copy of the weekly payroll and original receipted bills for all materials used and freight charges paid on same, provided that where materials used are not specifically purchased for use on Extra Work but are taken from the Contractor's stock, the Contractor shall submit an affidavit of the quantity, price, and freight on such materials in lieu of original bills and invoices, which affidavit must be approved by Engineer.

   With each monthly estimate on Work paid for on a Force Account basis, the Contractor shall submit in duplicate a detailed statement showing the following:

   a. Name, class, date, number of hours worked each day, total hours, rate and extension for each laborer and foreman engaged.
   b. Designation, number of hours worked each day, total hours, rental rate and extension for each truck, and unit of machinery engaged.
   c. Quantity of materials, price and extension.
   d. Freight on materials.

e. When the Extra Work is complete, the cost of Property Damages, Liability, Worker's Compensation and Unemployment Insurance.

B. All Extra Work done by Force Account will be paid for in the following manner:

1. For all labor, and foreman in direct charge of the specific work, the Contractor shall receive the current local rate of wage, to be agreed upon in writing before beginning work, for each and every hour that said labor, teams and foreman are actually engaged in such work; to which shall be added an amount equal to 10 percent thereof. No allowance shall be made for general superintendent and use of small tools and ordinary equipment.
2. For the cost of Property Damage, Liability, Worker's Compensation and Unemployment Insurance required for Force Account Work, the Contractor shall receive the actual cost to which no percentage shall be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance.
3. For materials, the Contractor shall receive the actual cost of such material delivered to the Work, including the freight charges, as shown by original receipted bills; to which shall be added an amount equal to 10 percent of the sum thereof.
4. For any machinery or special equipment other than small tools, including pertinent fuel and lubricants, which it may be deemed necessary or desirable to use, the Contractor shall be allowed a reasonable rental price to be agreed upon in writing before such work is begun, for the time that such equipment is in use on the Work and to which sum no percentage shall be added.
5. No Extra Work will be paid for unless unit prices or wages have been agreed upon in writing before such work is started.
6. The compensation as above provided in 1, 2, 3, and 4 shall be accepted by the Contractor as payment in full for Extra Work done on a Force Account basis including superintendence, general expense, overhead, use of tools and equipment for which no rental is allowed, Contract Bonds and profit.

SIGNATURE:

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals as of the day and year first above written.

CITY OF MOBILE

By:_____
William S. Stimpson, Mayor

_____
Date

[insert legal name of contracting entity]

By _____
[insert name of authorized agent signing]
Josh McElhenney

Title: (Printed or Typed) President

5-3-23
Date

ATTEST:

_____
City Clerk

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that [insert name of person signing], whose name as an authorized signatory for [insert name of contracting entity], is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Josh McElhenney
McElhenney Const.

Given under my hand this the 3 **day of** May **, 2023.**

Ellen Reese Coombs
Notary Public
Alabama State at Large
My Commission Expires 01/17/2024

Notary Public

My Commission Expires: 01/17/24

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 *LIMITATIONS* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

   The ENGINEER reserves the right, with approval from the Project Manager, 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-D *BORROW EXCAVATION (SELECT BACKFILL) (A-6 OR A-7)*, 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. **SECTION 615, THE FOLLOWING SHALL BE INSERTED IN SUBSECTION 615-B BASIS OF PAYMENT:**

b. Payment shall be made under pay item:
615-B Grout for RipRap – per cubic yard

6. **ITEM 652-A SEEDING (NATIVE SEED MIX), SHRUBS SHALL BE INSERTED:**

652-A.01 Description: Permanent Native Seed Mix, placed where indicated on plans and general planting requirements applicable to Native Seed and Shrub areas.

652-A.02 Defintions
a) Backfill: The earth used to replace or the act of replacing earth in an excavation.
b) Bare-Root Stock: Plants with a well-branched, fibrous-root system developed by transplanting or root pruning, with soil or growing medium removed, and with not less than the minimum root spread according to ANSI Z60.1.
c) Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a container, with a well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.
d) Fabric Bag-Grown Stock: Healthy, vigorous, well-rooted plants established

and grown in- ground in a porous fabric bag with well-established root system reaching sides of fabric bag. Fabric bag size is not less than diameter, depth, and volume required by ANSI Z60.1 for type and size of plant.

e) Finish Grade: Elevation of finished surface of planting soil.

f) Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant. Some sources classify herbicides separately from pesticides.

g) Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (beavers, deer, moles, and mice), unwanted/invasive plants, fungi, bacteria, and viruses.

h) Planting Area: Areas to be planted.

i) Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.

j). Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, native ground covers, bulbs, corms, tubers, seeds, nursery crop plants, or herbaceous vegetation.

k) Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.

l) Stem Girdling Roots: Roots that encircle the stems (trunks) of trees below the soil surface.

m) Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

652-A.03 Materials:

a) General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant List, Plant Schedule, or Plant Legend indicated on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Live plants shall be from nurseries along the Gulf Coast Area from Texas to Florida. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

1) Collected Stock: Do not use shrubs harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery unless otherwise indicated. Herbaceous wetland plants (e.g., soft rush, pickerelweed, duck potato, Virginia iris) obtained from the wild must be approved by the Engineer and free from seeds and/or plant materials of invasive/exotic plant species.

b) Seeding (Native Seed Mix): Groundcover (seeding) shall be installed in two batches per Proganics and Flexterra by Profile recommendations(or other approved equal). In general this requires ½ of the required seed to be mixed with the Proganics (or approved equal) and applied to the ground surface in one application, and then the remaining ½ of the required seed to be mixed with the Flexible Growing Media, Flexterra, (or approved equal) and applied in another application.

Seed mix shall contain the following, Permanent Native Ground Cover Certified (when available (weight shown in pounds pure live seed). Note that other equal seed mixes will be considered by engineer.

- 4.5 lb/acre – Beaked Panicgrass, GA Ecotype (Panicum anceps, GA Ecotype)
- 3.75 lb/acre – Redtop Panicgrass, Coastal Plain NC Ecotype (Panicum rigidulum (P. stipitatum), Coastal Plain NC Ecotype)
- 3.75 lb/acre – Virginia Wildrye, GA Ecotype (Elymus virginicus, GA Ecotype)
- 3.75 lb/acre – River Oats, Coastal Plain NC Ecotype (Chasmanthium latifolium (Uniola latifolia), Coastal Plain NC Ecotype)
- 2.5 lb/acre – Switchgrass, 'Carthage', NC Ecotype (Panicum virgatum, 'Carthage', NC Ecotype)
- 1.25 lb/acre – Winter Bentgrass, NC Ecotype (Agrostis hyemalis, NC Ecotype)
- 1.25 lb/acre – Partridge Pea, FL Ecotype (Chamaecrista fasciculata (Cassia f.), FL Ecotype)
- 0.75 lb/acre – Slender Woodoats, NC Ecotype (Chasmanthium laxum (Uniola laxa), NC Ecotype)
- 0.5 lb/acre – Boneset, FL Ecotype (Eupatorium perfoliatum, FL Ecotype)
- 0.5 lb/acre – Joe Pye Weed, AL Ecotype (Eupatorium fistulosum, AL Ecotype)
- 0.5 lb/acre – Mistflower, FL Ecotype (Eupatorium coelestinum (Conoclinium c.), FL Ecotype)
- 0.5 lb/acre – Swamp (Narrowleaf) Sunflower, AL Ecotype (Helianthus angustifolius, AL Eco- type)
- 0.5 lb/acre – Leathery Rush, Coastal Plain NC Ecotype (Juncus coriaceus, Coastal Plain NC Eco- type)
- 0.5 lb/acre – Common Sneezeweed, FL Ecotype (Helenium autumnale, FL Ecotype)
- 0.25 lb/acre – Crimsoneyed Rosemallow, 'Suther'-Piedmont NC Ecotype (Hibiscus moscheutos, 'Suther'-Piedmont NC Ecotype)
- 0.25 lb/acre – New York Ironweed, 'Suther'-Piedmont NC Ecotype (Vernonia noveboracensis, 'Suther'-Piedmont NC Ecotype)
- 1 lb/acre –Black Eyed Susan *Rudbeckia hirta*

Supplemental permanent groundcover seed mix to increase diversity and provide differing germination times to assist with short and long-term herbaceous cover (or approved equal):

Lemon mint, *Monarda citriodora* - 1 pound per acre
Side oats grama, *Bouteloua curtipendula* - 1 pounds per acre Blue grama, *Bouteloua gracilis* - 1 pound per acre
Sand dropseed, *Sporobolus crptandrus* - 0.1 pounds per acre Green sprangletop, *Leptochloa dubia* - 0.5 pounds per acre Sand lovegrass, *Eragrostis trichodes* - 0.25 pounds per acre. Eastern grama, *Tripsacum dactyloides* - 1 pound per acre.
Florida paspalum, *Paspalum floridanum* - 1 pound per acre. Illinois bundleflower, *Desmanthus illinoensis* - 2 pounds per acre Virginia wild

rye, *Elymus virginicus* - 1 pound per acre.
Canada wild rye, *Elymus canadensis* - 1 pound per acre. Butterfly milkweed, *Asclepias tuberosa* - 0.25 pounds per acre. Blue flax, *Linum lewisii* - 1 pound per acre
Cowpen daisy, *Verbesina enceliodes* - 1 pound per acre. Spotted beebalm, *Monarda punctata* - 1 pound per acre. Sleepy daisy, *Xanthisma texana* - 1 pound per acre

Temporary Ground Cover: Temporary vegetation may be required during plant maintenance period to facilitate the establishment of permanent vegetation. Mowing shall be as directed by engineer (including frequency and height).

From April 15th to August 15, temporary groundcover will be 30 pounds per acre of browntop millet (*Urochloa ramosa*). See additional sections regarding mowing of temporary ground cover. If temporary groundcover use occurs in different month than shown, use engineer approved seed.

c) Shrubs: Provide a mixture of the following shrubs. Provide at least 90% of species noted with no one species compromising more than 30% of the total for each type (shrubs) placed on four-foot ceters. Alternate and equal species will be considered by engineer.

Buttonbush, Cephalarithus occidentalis
Elderberry, Sambucus nigra
Southern Wax Myrtle, Morella cerifera
Strawberry Bush, Euonymus americanus
Beautyberry, Callicarpa Americana Sparkleberry, Vaccinium arboretum

1) Plant species substitutions will be acceptable if approved by the Engineer.
2) Stock shall be bare-root, balled and burlapped (or potted), container grown, container grown, or fabric bag-grown.
3) Shrub sizes will be either bare root as 2 ft. min. height and 3/8 in. min. caliper or balled/burlapped (or potted, container grown, or fabric bag –grown) as 3 ft. min. height and 3/8 in. min. caliper).
4) Provide plants of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of plants required. Plants of a larger size may be used if acceptable to Engineer, with a proportionate increase in size of roots or balls.
5) Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which begins at root flare according to ANSI Z60.1. Root flare shall be visible before planting.
6) Labeling: Label at least one plant of each variety, size, and caliper with a securely attached, waterproof tag bearing legible designation of common name and full scientific name, including genus and species. Include nomenclature for hybrid, variety, or cultivar, if applicable for the plant.
7) If formal arrangements or consecutive order of plants is indicated on Drawings, select stock for uniform height and spread, and number the labels to assure symmetry in planting.

d) Fertilizers

1. Planting Tablets: Tightly compressed chip-type, long-lasting, slow-

release, commercial-grade planting fertilizer in tablet form. Tablets shall break down with soil bacteria, converting nutrients into a form that can be absorbed by plant roots.

a) Size: 10-gram tablets.

b) Nutrient Composition: 20 percent nitrogen, 10 percent phosphorous, and 5 percent potassium, by weight plus micronutrients, unless otherwise recommended.

e) Pesticides General: Pesticide registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

e).Hydromulching (Flexible Growing Media) Type 4 hydromulch, as defined by the Erosion Control Technology Council (ECTC), shall be applied in accordance with the manufacturer's directions and with the QCPs guidance. Type 4 Hydromulch (flexible growing media) shall be Flexterra or an approved equal

n) Miscellaneous Products

1) Wood Pressure-Preservative Treatment: AWPA U1, Use Category UC4a; acceptable to authorities having jurisdiction, and containing no arsenic or chromium.

2) Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.

3) Burlap: Non-synthetic, biodegradable.

4) Planter Drainage Gravel: Washed, sound crushed stone or gravel complying with ASTM D 448 for Size No. 8.

5) Planter Filter Fabric: Nonwoven geotextile manufactured for separation applications and made of polypropylene, polyolefin, or polyester fibers or combination of them.

652-A.04 Coordination

a) Coordination with Turf Areas (Lawns): Plant trees, shrubs, and other plants after finish grades are established.

b) When planting shrubs, and other plants after planting turf areas, protect turf areas, and promptly repair damage caused by planting operations.

652-A.05 Action Submittals

a) Product Data: For each type of product.

1) Plant Materials: Include quantities, sizes, quality, and sources for plant materials.

2) Plant Photographs: Include color photographs in digital format of each required species and size of plant material as it will be furnished to Project. Take photographs from an angle depicting true size and condition of the typical plant to be furnished. Include a scale rod or other measuring device in each photograph. For species where more than 20 plants are required, include a minimum of three photographs showing the average plant, the best quality

plant, and the worst quality plant to be furnished. Identify each photograph with the full scientific name of the plant, plant size, and name of the growing nursery.

b) Samples for Verification: For each of the following:

1) Shrubs: Three Samples of each variety and size delivered to site for review. Maintain approved Samples on-site as a standard for comparison.

652-A.06 Informational Submittals

a) Qualification Data: For landscape Installer. Include list of similar projects completed by Installer demonstrating Installer's capabilities and experience. Include project names, addresses, and year completed, and include names and addresses of owners' contact persons.

b) Product Certificates: For each type of manufactured product, from manufacturer.

c) Pesticides and Herbicides: Product label and manufacturer's application instructions specific to Project.

d) Sample Warranty: For special warranty.

652-A.07 Closeout Submittals

a) Maintenance Data: Recommended procedures for maintenance of plants during a calendar year. Submit before expiration of required maintenance periods.

652-A.08 Quality Assurance

a) Installer Qualifications: A qualified landscape installer whose work has resulted in successful establishment of plants.

1) Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network, the American Nursery and Landscape Association, or other approved demonstration of good standing within landscape community, as approved by engineer.

2) Experience: Five years' experience in landscape installation in addition to requirements in Section 014000 "Quality Requirements."

3) Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.

4) Pesticide Applicator: State licensed, commercial.

b) Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.

c) Measurements: Measure according to ANSI Z60.1. Do not prune to obtain required sizes.

1) Shrubs: Measure with branches and trunks or canes in their normal position. Take height measurements from or near the top of the root flare for field-grown stock and container-grown stock. Measure main body of shrub for height and spread; do not measure branches or roots tip to tip.

2) Other Plants: Measure with stems, petioles, and foliage in their normal position.

d) Plant Material Observation: Engineer may observe plant material either at

place of growth or at site before planting for compliance with requirements for genus, species, variety, cultivar, size, and quality. Engineer may also observe trees and shrubs further for size and condition of balls and root systems, pests, disease symptoms, injuries, and latent defects and may reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.

1) Notify Engineer of sources of planting materials seven days in advance of delivery to site.

652-A.09 Delivery, Storage, and Handling

a) Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws if applicable.

b) Bulk Materials:

1) Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants, unless otherwise approved by owner.

2) Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.

3) Accompany each delivery of bulk materials with appropriate certificates.

c) Deliver bare-root stock plants within 36 hours of digging. Immediately after digging up bare- root stock, pack root system in wet straw, hay, or other suitable material to keep root system moist until planting. Transport in covered, temperature-controlled vehicles, and keep plants cool and protected from sun and wind at all times.

d) Do not prune shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.

e) Handle planting stock by root ball.

f) Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.

1) If deciduous shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.

g) Wrap shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.

h) Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.

1) Heel-in bare-root stock. Soak roots that are in less than moist condition in water for two hours. Reject plants with dry roots.

2) Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
3) Do not remove container-grown stock from containers before time of planting.
4) Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly wet condition.

652-A.10 Field Conditions

a) Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.
b) Planting Restrictions - Planting periods for shrubs shall be:
a) Spring Planting: January-March.
c) Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.

652-A.11 Warranty

a) Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
1) Failures include, but are not limited to, the following:
a) Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner.
b) Structural failures including plantings falling or blowing over.
c) Damage from pest
2) Warranty Periods: From date of Substantial Completion or planting (whichever is later).
a) Shrubs: 24 months.
b) Ground Covers, Biennials, Perennials, and Other
c) Herbaceous Plants: 24 months.
3) Include the following remedial actions as a minimum:
a) Immediately remove dead plants and replace unless required to plant in the succeeding planting season.
b) Replace plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
c) A limit of one replacement of each plant is required except for losses or replacements due to failure to comply with requirements.
d) Provide extended warranty for period equal to original warranty period, for replaced plant material.

652-A.12 Examination

a) Examine areas to receive plants, with Installer present, for compliance with requirements and conditions affecting installation and performance of the Work.

1) Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.

2) Verify that plants and vehicles loaded with plants can travel to planting locations with adequate overhead clearance.

3) Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.

4) Uniformly moisten excessively dry soil that is not workable or which is dusty.

b) If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Engineer and replace with new planting soil.

c) Proceed with installation only after unsatisfactory conditions have been corrected.

652-A.13 Preparation

a) Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.

b) Install 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.

c) Lay out shrub areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Engineer's acceptance of layout before excavating or planting. Make minor adjustments as required.

652-A.14 Planting Area Establishment

a) Prepare planting area for soil placement and mix planting soil according to manufactures recommendations.

b) Before planting, obtain Engineer's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

652-A.15 Excavation for Shrubs

a) Planting Pits and Trenches: Excavate circular planting pits.

1) Excavate planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are unacceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.

2) Excavate approximately three times as wide as ball diameter for balled and burlapped balled and potted container-grown fabric bag-grown stock.

3) Excavate at least 12 inches wider than root spread and deep enough to accommodate vertical roots for bare-root stock.
4) Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.
5) If area under the plant was initially dug too deep, add soil to raise it to the correct level and thoroughly tamp the added soil to prevent settling.
6) Maintain angles of repose of adjacent materials to ensure stability. Do not excavate subgrades of adjacent paving, structures, hardscapes, or other new or existing improvements.
7) Maintain supervision of excavations during working hours.
8) Keep excavations covered or otherwise protected after working hours.

b) Backfill Soil: Subsoil and topsoil removed from excavations may be used as backfill soil unless otherwise indicated.
c) Drainage: Notify Engineer if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.
d) Fill excavations with water and allow to percolate away before positioning trees and shrubs.

652-A.16 Shrub Planting

a) Planting: Planting will be by cutting a suitable size hole/slit through the RECP utilized to cover the majority of the native planting sites. The hole or slit should be large enough to receive the plant without bending the roots.
b) Inspection: At time of planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.
c) Roots: Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.
d) Balled and Burlapped Stock: Set each plant plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.

1) Backfill: Planting soil.
2) After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
3) Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
4) Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.
5) Place erosion control fabric firmly around planting. Staple with no less than one staple per foot.
    a) Quantity: See requirements above in Plant Materials Section.
6) Continue backfilling process. Water again after placing and tamping

final layer of soil.

e) Balled and Potted and Container-Grown Stock: Set each plant plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.

1) Backfill: Planting soil. For trees, use excavated soil for backfill.

2) Carefully remove root ball from container without damaging root ball or plant.

3) Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.

4) Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.

5) Place erosion control and turf reinforcement fabric firmly around planting. Staple with no less than one staple per foot.

a) Quantity: See requirements above in Plant Materials Section.

6) Continue backfilling process. Water again after placing and tamping final layer of soil.

f) Fabric Bag-Grown Stock: Set each plant plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.

1) Backfill: Planting soil.

2) Carefully remove root ball from fabric bag without damaging root ball or plant. Do not use planting stock if root ball is cracked or broken before or during planting operation.

3) Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.

4) Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.

5) Place erosion control and turf reinforcement fabric firmly around planting. Staple with no less than one staple per foot.

a) Quantity: See requirements above in Plant Materials Section.

6) Continue backfilling process. Water again after placing and tamping final layer of soil.

g) Bare-Root Stock: Set and support each plant in center of planting pit or trench with root flare 1 inch above adjacent finish grade.

1)Backfill: Planting soil. For trees, use excavated soil for backfill.

2)Spread roots without tangling or turning toward surface. Plumb before backfilling, and maintain plumb while working.

3)Carefully work backfill in layers around roots by hand. Bring roots into close contact with the soil.

4)When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.

5)Place planting tablets equally distributed around each planting pit when

pit is approximately one-half filled. Place tablets beside soil-covered roots about 1 inch from root tips; do not place tablets in bottom of the hole or touching the roots.

6)Place erosion control and turf reinforcement fabric firmly around planting. Staple with no less than one staple per foot.

a) Quantity: See requirements above in Plant Materials Section.

7)Continue backfilling process. Water again after placing and tamping final layer of soil.

h) Slopes: When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.

652-A.17 Shrub Pruning

a) Remove only dead, dying, or broken branches. Do not prune for shape.
b) Prune, thin, and shape trees, shrubs, and vines as directed by Engineer.
c) Prune, thin, and shape trees, shrubs, and vines according to standard professional horticultural and arboricultural practices. Unless otherwise indicated by Engineer, do not cut tree leaders; remove only injured, dying, or dead branches from trees and shrubs; and prune to retain natural character.
d) Do not apply pruning paint to wounds.

652-A.18 Hydromulching (Flexible Growing Media)
a) Maintenance: Reapply and/or increase the amount of mulch if coverage is inadequate. If mulch materials delaminate repeatedly, consider the use of a rolled erosion control product (RECP). Spot corrections may be performed by hand sowing the appropriate seeds and covering the damage hydromulched area with straw mulch.

652-A.19 Plant Maintenance
a) Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings.
b) Fill in, as necessary, soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.
c) Apply treatments and measures as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices when possible to minimize use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

652-A.20 Pesticide Application

a) Apply pesticides and other chemical products and biological control agents according to authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Engineer's and Owner's operations, as well as others in proximity to the Work. Notify Engineer before each application is performed.

b) Pre-Emergent Herbicides (Selective and Nonselective): Apply to tree, shrub, and ground-cover areas according to manufacturer's written recommendations. Do not apply to seeded areas.
c) Post-Emergent Herbicides (Selective and Nonselective): Apply only as necessary to treat already-germinated weeds and invasive plants. See invasive species control section.

652-A.21 Repair and Replacement

a) General: Repair or replace existing or new trees and other plants that are damaged by construction operations, in a manner approved by Engineer.

1) Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Engineer.

b) Remove and replace shrubs that are more than 25 percent dead or in an unhealthy condition before the end of the warranty and corrections period or are damaged during construction operations that Engineer determines are incapable of restoring to normal growth pattern.

1) Provide new shrubs of same size as those being replaced for each shrub.

2) Species of Replacement shrubs: Same species being replaced or as approved by the Engineer.

652-A.22 Cleaning and Protection

a) During planting, keep adjacent paving and construction clean and work area in an orderly condition. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
b) Protect plants from pest.
c) Protect native plants from damage due to landscape operations and operations of other contractors and trades. Invasive species present within the construction limits need not be protected – in fact they should be physically or chemically removed as much as possible during the construction process. Maintain protection of native plants during installation and maintenance periods. Treat, repair, or replace damaged plantings.
d) After installation and before Substantial Completion, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.

652-A.23 Maintenance Service

a) Maintenance Service for Shrubs: Provide maintenance by skilled employees of landscape Installer. Maintain as required in "Plant Maintenance" Article. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below:

1) Maintenance Period: Two years from date of Substantial Completion or installation, whichever is later.

b) Maintenance Service for Ground Cover and Other Herbaceous Plants: Provide maintenance by skilled employees of landscape Installer. Maintain as required in "Plant Maintenance" Article. Begin maintenance immediately after

plants are installed and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below:

1) Maintenance Period: Two Years from date of Substantial Completion or installation, whichever is later.

652-A.24 Plant Maintenance

a) Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, mowing, adjusting, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings. Spray or treat as required to keep trees and shrubs free of insects and disease.
b) Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.
c) Apply treatments as required to keep plant materials, planted areas, and soils free of pests, invasive species and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.
d) Replace unsuitably damaged or destroyed plants from pests.

652-A.25 Cleanup and Protection

a) During planting, keep adjacent areas clean and work area in an orderly condition.
b) Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.
c) After installation and before end of maintenance remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.

652-A.26 Method of Measurement

a) Seeding (Native Seed Mix) will be measured in acres parallel to the seeded surface, regardless of the method of establishment.

652-A.27 BASIS OF PAYMENT:

Payment will be made under item #: 652-A Seeding (Native Seed Mix) per acre

7. **SECTION 657-STEP POOL BOULDERS FOR BOULDER CROSS VANES SHALL BE INSERTED:**

657-EX.01 Description: Large rock material used for grade control, together with smaller rock to chink boulders securely.

657-EX.01 Material Requirements

a) Rock with the minimum Dimensions: 4.0' (min) x 3.5' (min) x 2.
b) Pay limits: Dimensions shown on plan to a depth of 2.5', except in the case of footer boulders, which shall be anchored 2' below lowest excavated elevation in the pool.
c) Loss: 3% - 5% (material not meeting the above dimensions and under 500 lbs). Boulders shall be mixed with loss material to assure adequate interlocking.
d) Recommended Quarry: Alabama Wholesale Stone Company's (1480 County Hwy 36, Oneonta, AL 35121, 250/466-3600, www.alastone.com) Rustic Ledgerock 2ND's. Boulders from pit sources other than indicated above shall be preapproved by Owner and Engineer. Specific approval will be required for blasted round boulders.
e) Shape: Tabular to maximize interlocking.
f) Meeting the requirements of ALDOT Section 610 unless otherwise modified above.
g) Subsurface Drainage Geotextile shall be placed under all boulders.

657.04 Method of Measurement:
Step pool (boulders) will be measured by the TON, computed as specified in Subarticle 109.01h.

657.05 Basis of Payment

a) Unit price coverage – Step pool (boulders) will be paid for at the contract unit price which shall be payment in full for materials, labor, equipment, tools, and incidentals necessary to furnish and place.
b) payment will be made under item #:657-Step Pool Boulders – per TON

8. <u>SECTION 659-A ROLLED EROSION CONTROL PRODUCT (COIR FABRIC) SHALL BE INSERTED:</u>

659-A.01 and 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 COIR Fabric or an approved equivalent.

659-A.02 Materials: TEMPORARY ROLLED EROSION CONTROL PRODUCT (RECP) – COIR MAT (700 Gram) (or as approved by the Engineer)

a. Coconut Fiber Product with:
1)Minimum weight: Heavy: 20.6 oz/sy / 700 g/m2 Light: 0.5 lbs/yd2
2)Min. wet tensile strength: Heavy: 924 lbs/ft Light: 164.4 lbs/ft
3)Min. dry tensile strength: Heavy: 1512 lbs./ft Light: 334.8 lbs/ft
4)Elongation at failure wet (machine direction): Heavy: 69% Light: 28.4%
5)Elongation at failure wet (cross direction): Heavy: 34% Light: 31.1%
6)Open Area: Heavy: 50%
7)Thickness: Heavy: 0.30 in Light: 0.271 in
8)Material: Mixed coir
9)Color: Light Brown
b. Stakes shall be one of the following materials:

1)6" (min) biodegradable sod / fabric pins with anchor barbs and/or hooked head to provide gripping strength equal to or greater than 8" metal staples (available from greenstake.com)
2)Wood stakes at least 12" in length (2 x 4 cut diagonally or notched at upper end capable of holding securely to soil)
3)Live Stakes. Note live stakes used for this purpose shall be paid for as part of and subsidiary to coir fabric.
c. Fabric shall be anchored to finished grade so that it is in contact with soil.
1)Stakes should generally be placed 12 inches apart within anchor trenches and along horizontal overlapping joints. Stakes should be placed in the pattern recommended by the mat manufacturer. Extra staples or stakes should be used for drainage swales.

659-A.03 and 659-B.03 BASIS OF PAYMENT:

a. Unit price coverage – Rolled Erosion Control Product (COIR Fabric) will be paid for at the contract unit price which shall be payment in full for materials, labor, equipment, tools, and incidentals necessary to furnish and place.
b. payment will be made under items #: 659-A and 659-B Rolled Erosion Control Product (COIR Fabric– per square yard (SY)

9. <u>ITEM 660-A BIOTIC SOIL MIX AND ITEM 660-X LIVE STAKES: THE FOLLOWING SHALL BE INSERTED INTO SECTION 660 SUBSECTIONS:</u>

660-A.01 Biotic Soil Mix General

a. This section specifies the hydraulically-applied Biotic Soil Mix as an alternative to topsoil and/or compost to accelerate development of depleted soils/substrates with low organic matter, low nutrient levels and limited biological activity. Biotic Soil Mix shall be made in the United States and is non-toxic using bark and wood fibers that have been phytosanitized to eliminate potential weed seeds and pathogens - prior to the introduction of soil building components. Typical included in the blend are soil building components such as high-viscosity colloidal polysaccharide biopolymers, biochar, seaweed extract, humic acid, endomycorrhizae and beneficial bacteria.

660-A.02 Submittals

a. Product Data: Submit manufacturer's product data and installation instructions. Include required substrate preparation, list of materials and application rate.

b. Certifications: Manufacturer shall submit a letter of certification that the product meets or exceeds all technical and packaging requirements and is made in the U.S.A.

660-A.03 Delivery, Storage and Handling

a. Deliver materials and products in UV and weather-resistant factory labeled packages. Store and handle in strict compliance with manufacturer's instructions and

recommendations. Protect from damage, weather, excessive temperatures and construction operations.

660-A.04 Products

a. It is the intent of this specification to be flexible enough to cover multiple options but provide the same level of quality and usefulness as ProGanics™ Biotic Soil Media™ (BSM™). However, other manufacturers or products may be used if as equal to BSM.

b. Pre-approved manufacturers:

PROFILE Products LLC
750 Lake Cook Road – Suite 440
Buffalo Grove, IL 60089
International - +1-847-215-1144
United States and Canada – 800-366-1180 (Fax 847-215-0577)
www.profileproducts.com

660-A.05 Materials

a. Biotic Soil Mix:

General: Soil amendments, fertilizers, and rates of application specified in this article are guidelines that may need revision based on testing laboratory's recommendations after preconstruction soil analyses are performed.

Planting-Soil Type Biotic Soil Mix: The Soil Mix shall be applied at a minimum rate as specified by manufacturer, that conforms to the following typical property values when uniformly applied at a rate of 3,500 pounds per acre (3,920 kilograms/hectare) under laboratory conditions, and in accordance with the manufacturer's recommended specifications. Biotic Soil Mix includes biostimulant, time-released biostimulant, and other amendments as recommend by manufacture and as required to produce adequate growing media.

Property	Test Method	Tested Value (English)	Tested Value (SI)
Physical			
Organic Material	ASTM D586	≥ 94%	≥ 94%
Ground Cover	ASTM D6567[1]	≥ 99%	≥ 99%
Water Holding Capacity	ASTM D7367	≥ 900%	≥ 900%
pH	ASTM D1293	6.0 ± 1.0	6.0 ± 1.0
Carbon : Nitrogen (C:N) Ratio	ASTM E1508 & EPA Method 1687	50:1 ± 10	50:1 ± 10
Material Color	Observed	Brown	Brown
Performance			

Cover Factor[2]	Large Scale Testing[4]	≤ 0.01	≤ 0.01
% Effectiveness[3]	Large Scale Testing[4]	≥ 99%	≥ 99%
Vegetation Establishment	ASTM D7322[1]	≥ 850%	≥ 850%
Topsoil Alternative	ASTM D5268-19	Compliant	Compliant
Environmental			
Ecotoxicity	EPA 2021.0	48-hr LC_{50} > 100%	48-hr LC_{50} > 100%
Biodegradability	ASTM D5338	Yes	Yes
Certified BioPreferred® Biobased Content	ASTM D6866	100%	100%
EPA Metal Limits	EPA 503 Metal Limits	Pass	Pass

1. When applied at a rate of 3,500 lb/ac (3,920 kg/ha)
2. Cover Factor is calculated as soil loss ratio of treated surface versus an untreated control surface.
3. % Effectiveness = One minus Cover Factor multiplied by 100%.

INORGANIC SOIL AMENDMENTS

Sand: Clean, washed, natural or manufactured, free of toxic materials, and according to ASTM C 33/C 33M.

Soil Neutralizer: NeutraLime Dry by Profile or approved equal and shall be applied at a rate of 160 pounds per acre, and shall conform to the following characteristics:

1. pH Range: 8.9 ± 0.3
2. Relative Neutralizing Value: 95.0% minimum

FERTILIZERS

Biostimulant: All components of the biostimulant shall be JumpStart Fast-Acting Biostimulant or approved equal applied at a rate of 2.5 gallons per acre per the manufacturers specifications, and shall be liquid formulation, pre-packaged by the manufacturer to assure both material performance, optimal mixing and compliance with the following values. No chemical additives with the exception of hydraulic mulch, fertilizer, soil neutralizers, topsoil replacement, and additional biostimulant materials should be added to this product.

2. 20% Polyhydroxy alkoxy alkylene oxides
3. 1.5% Humic Acid
4. 1% microorganisms
   a. *Acidovorax facilis*
   b. *Bacillus licheniformis*
   c. *Bacillus oleronius*
   d. *Bacillus lentimorbus*
   e. *Bacillus megatorium*
   f. *Bacillus megatorium*

g.*Cellulomonas fimi*
h.*Cellulomonas favigena*

5. 77.5% Water based culture medium

Time-Released Biostimulant: All components of the time-released biostimulant shall be BioPrime by Profile, or approved equal, applied at a rate of 60 pounds per acre, per the manufacturers specifications, and shall be a micronized powder, pre-packaged by the manufacturer to assure both material performance, optimal mixing and compliance with the following values. No chemical additives with the exception of hydraulic mulch, fertilizer, soil neutralizers, biotic soil mix, and additional biostimulant materials should be added to this product.

a. Guaranteed Analysis – 18-0-0
b. Total nitrogen 18%
   1) 1% Urea Nitrogen
   2) 10.5% Water insoluble Nitrogen
   3) 6.5% Other Water Insoluble Nitrogen from methylenediurea and dimethylenetriurea)
c. 1% Seaweed Extract
d. 1% Humic Acid
e. 1% Endo mycorrhizae fungi:
   1) *Glomus intradices*
   2) *Glomus aggregatum*
   3) *Glomus mosseae*

Fertilizer application shall be in accordance with the aforementioned, or as directed by the Engineer.

660-A.06 SOIL TESTING

a. Soil Samples shall be taken by contractor and sent to a third-party, independent lab for analysis.
b. The tests shall include analysis and interpretation of results. Copies of transmittals to the lab, and soil analysis results shall be provided to the engineer.
c. The soil testing methods used shall be compliant with recognized agronomic testing standards, for revegetation of disturbed sites.
d. Soil Analysis shall include results for:
   6. Soil pH
   7. Soluble Salts
   8. Excess Carbonate
   9. Organic Matter
   10. Nutrient readings for:
      i. Nitrogen, Phosphorus, Potassium
      ii. Magnesium, Calcium, Sodium, Manganese, Sulfur, Zinc, Copper, Iron, Boron
   11. Cation Exchange Capacity
   12. Percent Base Saturation Sodium
   13. Results and recommendations

660-A.07 INSTALLATION

a. Strictly comply with equipment manufacturer's installation instructions and recommendations. Use approved hydroseeding machines. To achieve optimum soil surface coverage, apply Biotic Soil Mix from opposing directions to soil surface. Erosion control products, slope interruption devices or water diversion techniques should be used in conjunction with this product. No chemical additives with the exception of fertilizer, soil neutralizers and biostimulant materials should be added to this product.

b. For Revegetation: To ensure proper application rates, measure and stake area.

c. Allow Biotic Soil Mix to dry slightly prior to application/installation of erosion control products; more rapid drying will occur when temperatures exceed 60°F (15°C). Drying times may be accelerated in high temperature, low humidity conditions with product applied on dry soils. Use caution to insure overspray of hydraulic erosion control product does not cause movement of the Biotic Soil Mix. When installing rolled erosion control products over BSM, take caution to minimize disturbance of the treated surface and avoid excessive foot traffic.

c. Mixing: A mechanically agitated hydroseeding machine is required:

14. Fill mechanically agitated hydroseeder with water to at least 1/3 of displacement. Turn pump on and thoroughly purge pump and pre-wet lines. Turn pump off.
15. Turn agitator on and load low density materials first (i.e. seed).
16. Continue slowly filling tank with water while loading BSM and soil amendments.
17. Consult application and loading charts to determine number of bags to be added for desired area and application rate. Mix at a rate of 100 lb of BSM per 100 gallons (45.4 kg/379 liters) in machines equipped with gear or positive displacement pumps and 75 lb of BSM per 100 gallons (34.0 kg/379 liters) in machines with centrifugal pumps. Contact Equipment manufacturer to confirm optimum mixing rates.
18. All Biotic Soil Mix should be completely loaded before water level reaches 75% of the top of tank.
19. Add fertilizer and other heavier materials and continue mixing.
20. Top off with water and mix until all material is fully broken apart and hydrated (minimum of 10 minutes — increase mixing time when applying in cold conditions). This is very important to allow the Biotic Soil Mix to fully hydrate.
21. Shut off recirculation valve to reduce potential for air entrainment within the slurry.
22. Slow down agitator to very low speed and start applying with optimum nozzle.
23. Spray in opposing directions for maximum soil coverage.
24. Return to water source as quickly as possible to purge pump and lines, then repeat mixing and application process.

d. Application Rates: These application rates are for standard conditions. Actual application rates to be supplied by manufacturer.

25. % Organic Matter Rate (lb/acre) Rate (kg/ha)

< 0.75	5,000	5,600
≥ 0.75 & < 1.5	4,500	5,040
≥ 1.5 & < 2.0	4,000	4,480
≥ 2.0 & < 5.0	3,500	3,920

e. Clean spills promptly. Advise owner of methods for protection of treated areas. Do not allow treated areas to be trafficked or subjected to grazing.

660-A.08 Method of Measurement

a. Biotic Soil Mix- The accepted quantity of this material used as ordered will be measured in acres in the vehicle at point of dumping. No measurement will be made for overhaul of this material.

660-A.09 Basis of Payment

a. Biotic Soil Mix: This material will be paid for at the contract unit price bid per acre which price and payment will be full compensation for furnishing, excavating, loading, hauling, unloading and mixing all component materials and for all labor, materials, equipment, tools, and incidentals necessary to complete the work.

b. Payment will be made under item #:

660-A Biotic Soil Mix – per acre.

660-X.01 General: **Live Stakes (STAKE)**

a. Live stakes are living, woody plant cuttings capable of rooting with relative ease. Willow species work best for this system. The cuttings are large enough and long enough to be tamped into the ground as stakes. They are intended to root and grow into mature shrubs that, over time, will serve to stabilize the soils and restore the riparian zone habitats. When first installed, they offer no immediate stabilization to the streambank.

660-X.02 Construction Requirements

a. Live Stakes:

1. Sizes- The stakes shall be 0.5 to 2 inches in diameter and 2 to 3 feet long.

2. Plants- Unless otherwise specified Plants shall be in accordance with Appendix 16B of the Natural Resources Conservation Service's data base for Soil Bioengineering Plant Materials, with the exception of black willow available here:

https://efotg.sc.egov.usda.gov/references/public/IA/Chapter-16_Streambank_and_Shoreline_Protection.pdf

3. Live Material Preparation-

a) The materials must have side branches cleanly removed with the bark intact.

b) The basal ends shall be cut at an angle or point for easy insertion into the soil. The top shall be cut square.

c) Materials shall be installed the same day that they are prepared unless approved submittal is obtained documenting method.

4. Storage-

a) Store bottom of live stakes in liquid water (not just wet burlap or similar) from immediately after cutting until immediately before planting.

b) In no case shall live stakes be out of water for more than one day prior to planting.

c) Soak water should be changed ones it starts to stink (generally once every two to three weeks).

d) Soak live stakes for approximately one week prior to installation.

e) Live stakes shall not be stored for more than 2.5 months.

5. Installation

a) Installation: The cuttings should be tamped into the ground at right angles to the slope and angled downstream. They should be tamped into the ground carefully for approximately 4/5 of their length. A dead blow hammer works best to tamp the live stakes into the ground. Stakes should be spaced so that there are 2 to 4 cuttings per square yard. They should be placed in a random configuration to prevent gullies from forming and to produce a more natural effect in the re-vegetation area.

b) Care must be taken to ensure that the live stakes do not become stripped during the removal of the side branches and during actual installation.

c) Cuts should be done with a saw rather than an ax.

d) Cuttings that split or become "mushroomed" during tamping should be replaced.

e) It is important to foot compact around each live stake after it has been installed.

f) Install the cuttings right side up. Be sure that the buds are pointing upward.

660-X.03 Basis of Payment

a. Live Stakes: Live stakes ordered, placed and accepted will be paid for at the contract unit price for each. Such price and payment shall be compensation in full for providing all labor, materials, equipment and incidentals necessary to complete the work.

b. Payment will be made under item #: 660-X Live Stakes – per each.

10. 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.

11. ITEM 654-A *SOLID SODDING*:

654.A.01 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.02 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.

12. ITEM 659-A ROLLED EROSION CONTROL PRODUCT (COIL FABRIC)

659-A.01 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 COIR Fabric or an approved equivalent.

13. SECTION 690 GABIONS AND REVET MATTRESSES SHALL BE INSERTED:
These supplemental specifications shall be in addition to or in lieu of the State of Alabama Highway Department Standard Specification for Highway Department Standard Specifications for Highway Construction, 2018 Edition.

690.01 Description:

The work under this Section shall consist of furnishing, assembling, tying and filling with approved stones, open mesh wire baskets, constructed in accordance with these specifications, manufactured by Maccaferri Gabions, Inc., Modular Gabion Systems, or equal, approved by the Engineer. The wire baskets shall be placed in reasonably close conformity to the lines, grades, and dimensions shown on the plans or directed by the Engineer.

The work shall also include placing stone (specified for gabion baskets) in irregular

shaped void areas between gabions and grouting these areas; furnishing and placing geotextile fabric between the embankment and the backfill or the inner face of the gabions as shown on the plans.

The following ASTM standard and specifications are included by reference:

ASTM A975-97 Standard Specification for double-twisted hexagonal mesh gabions and revet mattresses (metallic-coated steel wire or metallic-coated steel wire with polyvinyl chloride (PVC) coating)

ASTM A641-97 Specification for zinc coated (galvanized) carbon steel wire

ASTM A370-92 Test methods and definitions for mechanical testing of steel products

ASTM A-90-93 Test method for weight (mass) of coating on iron and steel articles with zinc or zinc-alloy coating

ASTM A313-92 Specification for chromium-nickel stainless and heat-resisting steel spring wire

ASTM A764-93 Specification for steel wire, carbon, drawn galvanized and galvanized at size for mechanical springs

690.02 Material:
(a.) Filter Fabric.

Filter fabric shall be a woven material, complying with the requirements of Subarticle 814.03(c).

(b.) Foundation Material.

Commercial material for the gabion foundation layer shall be crushed aggregate specified in Section 801 and conform to the gradation requirements for #357 or #467 stone.

(c.) Stone Fill.

Stone used in the gabions shall be sound, durable, and angular to round, from any source approved by the Engineer. Stones shall not disintegrate on exposure to water, or weathering during the life of the structure. No stone shall be less than four inches, minimum dimension, nor greater than eight inches, maximum dimension. Stone size shall be such that a minimum of three layers of rocks must be achieved when filling the gabions. The stone may be either crushed or uncrushed and shall be reasonably well graded between the limited sizes. If suitable stones cannot be located for use, a slightly smaller gradation of stones may be approved by the Engineer, but would require **complete** hand placement by the Contractor at no additional payment.

(d.) Gabion or Revet Mattress Baskets.

(1.) Twisted Wire Mesh.

PVC coated galvanized steel wire gabion or revet mattress basket units shall be of non-raveling construction, fabricated from a triple-twisted hexagonal mesh of hot dipped galvanized steel wires, having a minimum diameter of 0.105 inches after galvanization. The mesh shall be coated with a minimum of 0.020 inches of PVC. The steel wire used shall be galvanized and PVC coated prior to fabrication into mesh. The core wire for all gabion diaphragm and frame components shall equal or exceed Federal Specification QQ-W-461H, possess medium tensile strength and Finish 5 Class 3 zinc coating of not less than 0.80 oz/sq. ft. of uncoated wire surface. Mesh openings shall be hexagonal in shape and uniform in size, measuring approximately 3 inches by 4 inches for gabions and 2½ inches by 3¼ inches for revet mattress. Selvedge or perimeter basket frame core wire shall be of heavier gauge than that of the wire mesh; with a minimum diameter after galvanization of 0.132 inches, and an overall diameter (core wire plus PVC coating) of 0.174 inches. Coated wire used for lacing or as internal connecting wire within cells may be of soft tensile strength and an overall diameter (core wire plus PVC coating) of 0.127 inches. The PVC coated wire of all components shall be resistant to the destructive effects of immersion in acidic, salt, or polluted water, exposure to ultraviolet light and abrasion. The coated wire shall retain these specified characteristics for a period of not less than 3,000 hours under test, in accordance with ASTM Test Designation G-23.

(2.) Welded Mesh.

Weld wire mesh with a uniform square or rectangular pattern and a resistance weld at each intersection. The welded wire connections shall conform to the requirements of ASTM A 185, including wire smaller than W1.2 (0.124 in.). Welded connections shall have a minimum average shear strength of 70% and a minimum shear strength of 60% of the minimum ultimate tensile strength of the wire. Welded wire mesh shall have a core wire diameter of not smaller than 0.105 inches, for gabions; 0.086 inches for revet mattress; PVC coating of not less than 0.02 inches; and a galvanized coating of not less than 0.80 oz/S.F. The spiral binders, connecting and forming the welded wire baskets, shall be constructed of the same wire used in the baskets. The welded mesh openings shall not exceed 3" x 3" for gabions and 1½" x 3" for revet mattress. Welded wire baskets shall resist the destructive elements specified for the twisted wire mesh.

(e.) Grout.

Grout shall consist of Portland cement concrete. Concrete shall conform to the requirements of ASTM C-94 and shall have a minimum compressive strength of 3,000 psi, a maximum nominal aggregate size of ½ inch and sufficient admixture to provide from 5 to 7 percent entrained air. At the Contractor's option, a water-reducing admixture, proportioned as per the manufacturer's recommendation, may be used to increase the penetration of the grout. The grout shall be designed to produce

a mixture having a consistency such as to permit gravity flow into the interstices of the stone-filled gabion baskets with the help of limited brooming and vibrating. The grout mixture will have a maximum slump of 6". The grout shall be used in the work within a period of one (1) hour after mixing. Retempering of grout will not be permitted. Gabion baskets shall not be grouted when the ambient temperature is below 35 degrees F, or above 89 degrees F, unless approved by the Engineer in writing; nor when the grout, without special preparation is likely to be subjected to freezing temperatures before final set has occurred. Prior to grouting, all surfaces of the gabion baskets shall be wetted. The gabion baskets shall be grouted in successive longitudinal strips, approximately four (4) feet in length. Each batch of grout shall be dumped into the un-grouted part of the strip and working into the voids between the stones. Grout shall be brought to the place of final deposit by approved means, and in no case will grout be permitted to flow on the gabion basket surface a distance in excess of eight (8) feet. Immediately after dumping the batch of grout, it shall be distributed over the surface of the strip by the use of brooms and the grout worked into place between stones with suitable spades, trowels or vibrating equipment. The grout shall penetrate the gabion basket surface to provide a cap having a thickness of not less than six (6) inches. As a final operation, a stiff stable broom shall be used to give the grout cap a broomed finish; however, the wire of the gabion shall not be uncovered during the finishing operation. An undulating surface will be permitted as long as positive drainage downstream is achieved and all gabion wire is covered by 1 ½ inch minimum of grout in the area specified for grouting. After completion of any strip as specified, no workman or any load shall be permitted on the grouted surface for at least twenty-four (24) hours. The surface of all grouted gabion baskets shall be cured by keeping the surface continuously wet for a period of not less than seven (7) days, during which time the grouted surface shall also be protected from flowing water and mechanical injury.

690.03 Gabion or Revet Mattress Basket Fabrication.

Gabions and mattresses shall be fabricated so that the base, lid, ends, sides, and diaphragms can be assembled at the construction site into rectangular baskets of the sizes specified in the plans. Gabions shall be of single unit construction. The base, lid, ends and sides shall be either woven into a single unit or one edge of these members connected to the base so that strength and flexibility at the connection is at least equal to that of the mesh.

When the length of the gabion exceeds the horizontal width, the gabion shall be divided equally by diaphragms into cells. Cell length shall be no greater than cell horizontal width. Gabion diaphragms shall be constructed of the same mesh and gauge as the gabion body. The diaphragms shall be secured into proper position at the base so that no additional tying junction will be necessary at this connection.

The field connections between adjacent wire baskets shall be constructed as recommended by the manufacturer. As per manufacturer's specifications, under test loads, the mesh shall fail prior to the lacing.

TABLE FOR MINIMUM STRENGTH OF GABION AND REVET MATTRESS BASKETS	
Part	**Min. Strength (#/lf)**
Wire Mesh	
Pulled parallel to wire test	3,400
Pulled perpendicular to wire test	1,000
Connection of selvedge wire to mesh	2,200
Connection of end panels to gabion mesh	1,500
Connection of diaphragms to gabion mesh	1,000

The gabions and revet mattresses shall be supplied in the various sizes shown on the plans and shall be shipped flat. The gabion dimensions are subject to a tolerance limit of ±3% of the specified sizes. All gabion baskets shall have a width of 3.0 feet; heights of 3.0 feet, 1.5 and 1.0 feet; and lengths of 6.0 feet, 9.0 feet, 12.0 feet, or longer if approved.

Each shipment of gabions to the job site shall be accompanied by certification, on company letterhead, signed by an officer of the company, stating that the material conforms to the requirements of these contract specifications.

690.04 Construction Requirements

(1.) Excavation and Backfill.

Excavation and backfilling for gabion shall be performed in accordance with Section 214.

(2.) Filter blanket.

Filter blanket (geotextile) shall be installed in accordance with Section 610.

(3.) Gabion Assembly and Installation.

Baskets shall be assembled in such a manner that the sides, ends, lids and diaphragms can be assembled at the construction site into rectangular baskets of the sizes specified and shown on the drawings. Gabions shall be of single unit construction, i.e.; the base, lid, ends and sides shall be either woven into a single unit or one edge of these members connected to the base section such that strength and flexibility at the connection are at least equal to that of the mesh. Gabions shall be divided into cells by diaphragms of the same mesh and gauge as the gabion body. Diaphragms shall be placed at three (3) foot nominal spacings in the long direction, and shall extend the full width and height of the basket. The gabions shall be furnished with the necessary diaphragms secured in proper position on the base in such a manner that

no additional tying at this juncture is necessary. All perimeter edges of the mesh shall be securely selvedged so that the joints formed by tying the selvedges have at least the same strength as the body of the mesh. Lacing wire or connecting wire shall be supplied in sufficient quantity to securely fasten all diaphragms and edges of the gabion and revet mattress.

Empty baskets shall be installed according to manufacturer's recommendations and details shown on the drawings. Baskets shall be individually placed in the dry, on the approved surface to the lines and grades as shown on the drawings or as directed by the Engineer. Sides, ends and diaphragms shall be erected so that creases are in the correct position and the tops of all sides are level. All adjoining empty units must be connected by tie wire lacing along the perimeter of their contact surfaces in order to obtain a monolithic structure. Lacing of adjoining basket units shall be accomplished by continuous stitching with alternating single and double loops at intervals of not more than five (5) inches. All lacing wire terminals shall be securely fastened. The use of clip connections for this purpose and for final lid closing will not be permitted. The initial line of basket units shall be placed on the prepared bedding layer surface, in a direction parallel to stream flow, unless otherwise indicated shown on the drawings. The initial line of baskets shall be partially filled with stones placed by hand, to provide anchorage against deformation and displacement during the remainder of the filling operation.

Empty basket units shall be set to line and grade. Common sides of adjacent units shall be thoroughly laced. Empty baskets shall then be placed in tension and stretched to remove any kinks from the mesh and to obtain a uniform alignment. Empty basket units shall be carefully stretched to prevent any possible unraveling. Empty baskets shall be carefully filled with stone placed by hand or machine to avoid damaging galvanized or PVC wire coating, to assure minimum voids between the stones, and to assure the maintenance of alignment throughout the filling process.

Undue bulging of the mesh shall be avoided. To avoid localized deformation, the gabion units in any row are to be filled in stages consisting of maximum twelve (12) inch courses. At no time shall any cell be filled to a depth exceeding one (1) foot more than any adjoining cell. The maximum height from which the stone may be dropped into the gabion units shall be thirty-six (36) inches. For gabion units in excess of two (2) feet in thickness, a minimum of two (2) uniformly spaced connecting wires shall be placed between each stone layer in all cells. Connecting wires shall be looped around one (1) mesh opening at each basket face and the wire terminals shall be securely twisted to prevent their loosening. Along all exposed faces, the outer layer of stone shall be carefully placed and arranged by hand to insure a neat and compact appearance. The final layer of stone shall be leveled with the top of the basket to allow for the proper closing of the lid and to provide an even surface, uniform in appearance. The Contractor at no additional expense to the Owner shall replace units that become damaged due to stone placement operations. Lids shall be stretched tight over the stone filling using crowbars or lid closing tools, until the lid

meets the perimeter edges of the front and end panels. The lid shall then be tightly laced with tie wire along all edges, ends and internal cell diaphragms by continuous stitching with alternating single and double loops at intervals of not more than five (5) inches. Special attention shall be given to see that all projections or wire ends are turned into the baskets. Where shown on the drawings or as directed by the Engineer, or where a complete unit cannot be installed because of space limitations, the basket unit shall be cut, folded and wired together to suit existing site conditions. The mesh must be cleanly cut and the surplus mesh cut out completely or folded back and neatly wired to an adjacent basket face. The assembling, installation, filling, lid closing and lacing of the reshaped gabion basket units shall be carried out as specified above.

(4.) Grouted Gabions.

Gabions installed as specified herein shall be grouted in areas indicated on the drawings. All grouting of gabions shall be done in-the-dry. Stone for grouted gabion baskets shall conform to the requirements specified herein before. The stone shall be placed in conformance with the general requirements for ungrouted gabion basket units. The Contractor shall take special care to maintain the surface of the gabion units free from becoming choked with any material, such as spilled bedding material, until grouted, so as not to hamper the penetration of the grout. If such choking does occur, the Contractor shall remove the contaminating material to a minimum depth of six (6) inches prior to grouting.

(5.) Stone Filled Voids.

Irregular shaped areas in the ditch bottom or sides not conforming to an area that will accommodate a gabion basked as shown in the plans as "Stone Filled Voids", shall be filled with stones in the manner specified for gabions and grouted.

690.06 Method of Measurement.

The quantity of gabions and stone filled voids measured for payment will be the number of cubic yards of gabions or voids, filled with stone, ordered and acceptably placed.

The quantity of revet mattresses measured for payment will be the number of square yards of revet mattresses filled with stone, ordered and acceptably placed.

Filter fabric will be measured and paid for as specified in Section 610.

Structure excavation and foundation backfill will be measured and paid for as specified in Section 214.

Backfill utilizing existing materials will not be measured or paid for separately. See Section 214.

Grout as specified herein will be paid for under Item 615-B, Concrete Grout for RipRap per cubic yard

690.07 Basis of Payment

Unit Price Coverage.

The quantity of gabions or revet mattresses acceptably placed, measured, as noted above, will be paid for at the contract unit price bid per square yard. This price shall be full compensation for furnishing all materials, wire mesh and stone, required coatings, labor, equipment, tools, and incidentals necessary to complete this item of work.

Payment will be made under Item No.:

690A Gabions - per Cubic Yard (Specify wire type, e.g. galvanized, PVC coated, etc.)

690B Revet Mattresses – per Square Yard

14. ITEM 740-X. *TRAFFIC CONTROL PLAN AND IMPLEMENTATION*:

740 X.01 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 X.02 Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 X.03 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.

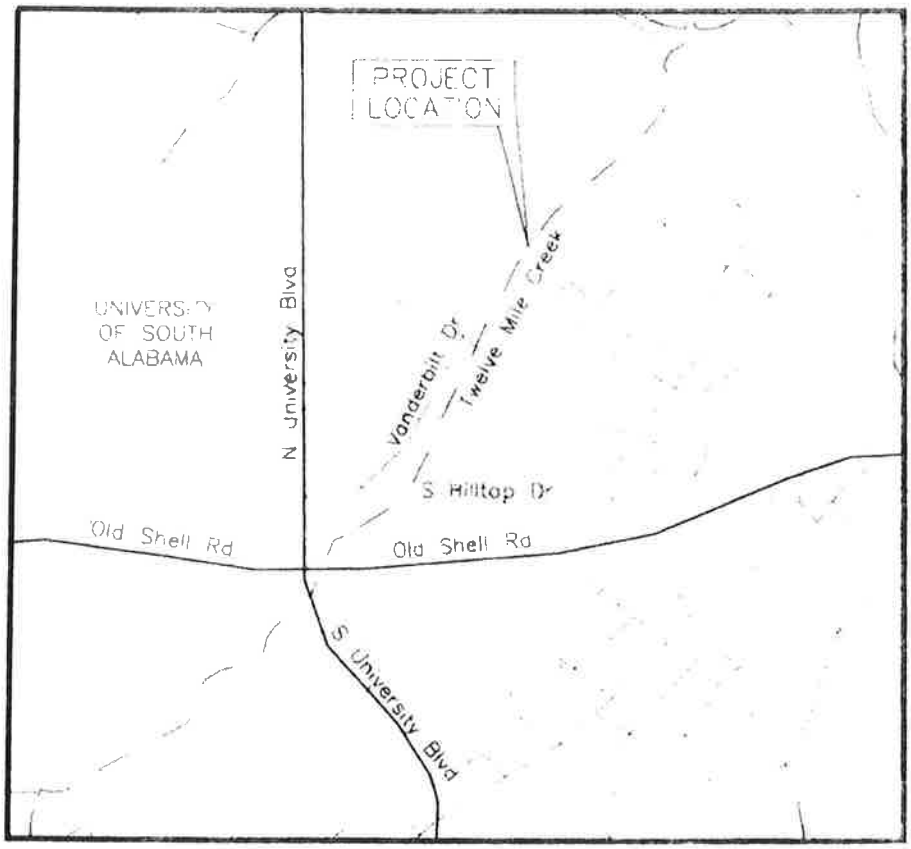
15. ITEM 999-X WORK OF A SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY ENGINEER:

999-X.01 Method of Measurement: This Lump Sum (LS) contingency item shall be compensation in full for providing all labor, materials, equipment, and incidentals necessary to make approved repairs (complete and in place), for warranted unforeseen conditions of similar nature to the work under this contract and at the approval of the Engineer. Payment for this item shall be as needed. Unapproved work and repairs/replacement of damages as a result of the Contractor's fault, shall be paid for by the Contractor and shall not be included under this pay item.

999-X.02 Basis of Payment: Measurement of payment shall be based on historic unit pricing or force account on any unforeseen items discovered during construction.

ATTACHMENT "A"

LOCATION



VICINITY MAP

ATTACHMENT "B"

CONTRACTOR'S INSURANCE CERTIFICATIONS

ATTACHMENT "C"

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: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	McElhenney Construction Company
Address	PO BOX 1409 Theodore, AL 36509
Telephone	251-973-0220
E-Mail	jmeek@mcelhenneycont.com

RFP/RFQ Solicitation Number	2018-3005-07
Project Description	Twelve Mile Creek Bank Stabilization
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 35 Female 5 Minority 20 Non-minority 20 Vets _____ Total #of Employees 40

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Joshua Meek

Signature: J. R. Meek Date: 2/15/23

Title: Estimator

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Joshua Meek Title: Estimator

E-mail: Phone: jmeek@mcelhenneycont.com

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CITY OF MOBILE

Subcontracting and Major Supplier Plan

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Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # 2018-3005-B Your Bid/Proposal Amount $ 4,649,868.00 Date: 2 / 15 / 23

Description Twelve Mile Creek Stabilization East Drive to University Blvd

Name of Bidder/Proposer: McElheney 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
Hughes Plumbing & Utility	251-610-9674	Hauling	131,850.00	2.8%	Yes	
CLS	251-645-4147	Hauling & Material	552,000.00	11.9%	Yes	
Ferguson	251-622-8760	Material	218,471.00	4%	No	
Vulcan	251-259-2187	Material	755,280.00	16%	No	

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OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: McElhenney Construction Company

Contact Person: Joshua McElC Phone 251-402-2961 Email jmcelhenney@mcelhenneyco.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
✓		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
✓		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
✓		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
✓		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	✓	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond. Al.com stopped running ads
	✓	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
✓		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

CITY OF MOBILE

Subcontracting and Major Supplier Plan

✓		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
✓		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
✓		**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
✓		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Josh M Ellenburg (affiant) who, being duly sworn says as follows:

President/CEO of M'Ellenburg Construction, LLC

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

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

I further attest that said MCC is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 709831.

CEO of M'Ellenburg Construction Co.

Sworn to and subscribed before me this the 15th day of February, 2023.

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

Jessica Cox
Signature and Seal of Notary Public

JESSICA COX
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 01/21/25

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

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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer

may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time

of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form

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I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

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B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

ARTICLE IV

SERVICE PROVISIONS

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SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity

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regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

E-Verify

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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer McElhenney Construction Company, LLC	
Josh R McElhenney	
Name (Please Type or Print)	Title
Electronically Signed	**09/10/2013**
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	**09/10/2013**
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**McElhenney Construction Company, LLC**
Company Facility Address:	**3926 Harmony Ridge Circle East**
	Semmes, AL 36575
Company Alternate Address:	**PO Box 2548**
	Semmes, AL 36575
County or Parish:	**MOBILE**
Employer Identification Number:	**320414294**

E-Verify

Company ID Number: 709831

North American Industry Classification Systems Code:	237
Administrator:	
Number of Employees:	1 to 4
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Josh R McElhenney**	
Telephone Number:	**(251) 402 - 5794**	Fax Number:
E-mail Address:	**mcelhenneyj@gmail.com**	

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ _____ ___/___/___
(Title) (Date)

ATTACHMENT "D"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY
TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2018-3005-09
TWELVE MILE CREEK BANK STABILIZATION EAST DRIVE TO UNIVERSITY BLVD.

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

_____

_____ _____

Witness Signature of Authorized Agent

_____ Title_____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. 2018-3005-09
TWELVE MILE CREEK BANK STABILIZATION EAST DRIVE TO UNIVERSITY BLVD.

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.

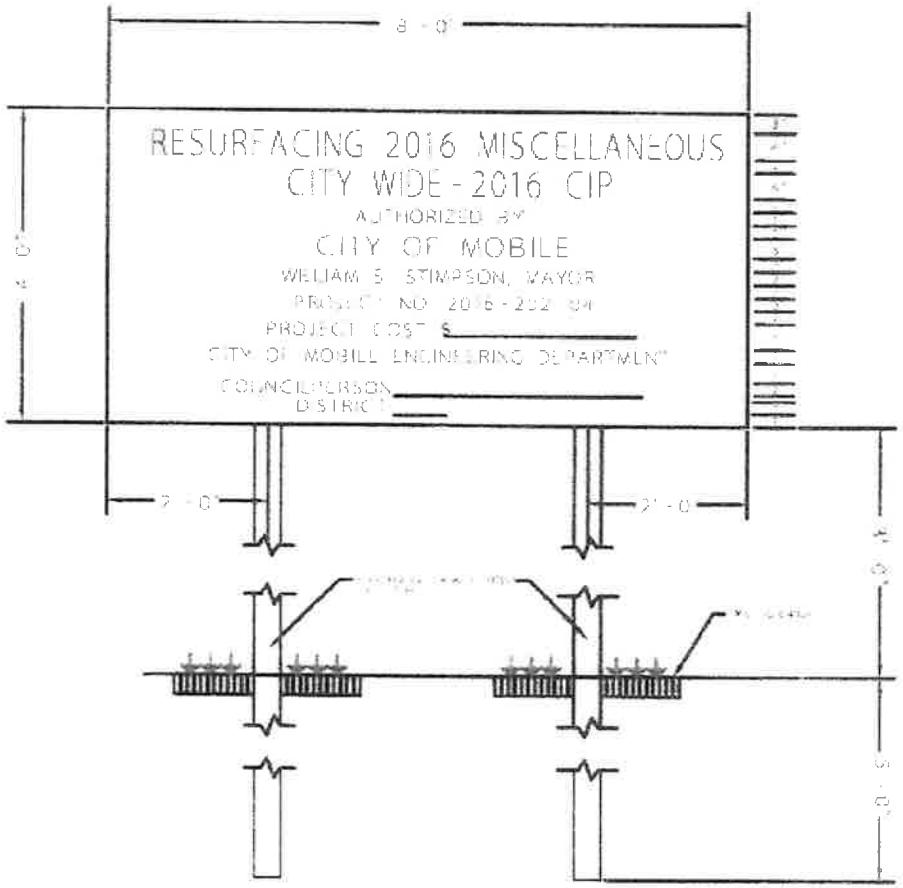
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.

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 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

CITY OF MOBILE ENGINEERING DEPT		
CITY STANDARDS		
PROJECT SIGN DETAIL		
SIGN 1 OF 1		
SCALE: N.T.S.	DATE: NOV 20, 2013	

ATTACHMENT "F"

GEOTECHNICAL REPORTS

ATTACHMENT "G"

PROJECT ADDENDUMS

ATTACHMENT "H"

Davis Bacon Wage Rate Decision

"General Decision Number: AL20220110 02/25/2022

Superseded General Decision Number: AL20210110

State: Alabama

Construction Type: Heavy

County: Mobile County in Alabama.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

ENGI0653-013 06/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR (PIPELINE)		
Backhoe, Excavator, Trackhoe	$ 40.69	15.20
Bulldozer	$ 40.69	15.20

---

* SUAL2015-038 08/02/2017

	Rates	Fringes
CARPENTER, Includes Form Work	$ 19.05	7.86
CEMENT MASON/CONCRETE FINISHER, Includes Water Sewer Lines	$ 13.78 **	0.00
ELECTRICIAN	$ 19.56	0.00
LABORER: Common or General, Includes Water Sewer Lines	$ 15.21	6.16
LABORER: Pipelayer, Includes Water Sewer Lines	$ 11.95 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe, Includes Water Sewer Lines (Excludes, PIPELINE)	$ 13.56 **	0.00
OPERATOR: Loader, Includes Water Sewer Lines	$ 17.64	2.14

TRUCK DRIVER: Dump Truck,
Includes Water Sewer Lines.....$ 12.56 ** 2.12

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISIO"

ATTACHMENT "I"

Required Attachments for RESTORE Oil Spill Impact Component Construction Contracts



Required Attachments for RESTORE Oil Spill Impact Component Construction Contracts

Non-State and State Agency – Template version 12.21.2020

The "Required Attachments for RESTORE Oil Spill Impact Component Construction Contracts" is not intended to represent all requirements and obligations that may be applicable to contracts resulting from this solicitation. This contract is 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 ("Subrecipient"), the terms and conditions of the Federal Award from the Gulf Coast Ecosystem Restoration Council ("RESTORE Council", also "Council"), including any Special Award Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Council Financial Assistance Standard Terms and Conditions, 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.

Requirements applicable to this contract, as well as any covered subcontracts or vendors include, but are not limited to:

- CERTIFICATIONS RELATED TO RESTORE ACT OIL SPILL IMPACT COMPONENT FUNDING
- RESTORE COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS
- ADCNR SUB-AWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES
- 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 OIL SPILL IMPACT COMPONENT FUNDING

By entering into this contract, the contractor expressly acknowledges that:

1) This project is funded in whole or in part with grant funding from the RESTORE Council 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 awarded will be subject to the terms and conditions of said funding award, the RESTORE Council Financial Assistance Standard Terms and Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act, 33 USC 1321(t), Treasury Regulations 31 CFR § 34 et seq., including 31 CFR §§ 34, Subpart F, 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) Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance.

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 contractor, or the contractor's principals, if the contractor or its principals appear on the federal government's Excluded Parties List. The contractor does hereby certify, by entering into this agreement, 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.

The contractor 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 COUNCIL

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS

RESTORE COUNCIL
FINANCIAL ASSISTANCE
STANDARD TERMS AND CONDITIONS

Gulf Coast Ecosystem Restoration Council
August 2015

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RESTORE COUNCIL
FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS

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THESE RESTORE COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (ST&Cs) ARE INCORPORATED INTO AND MADE A PART OF THE GRANT AWARD TO WHICH THEY ARE ATTACHED.

A. STATUTORY AND NATIONAL POLICY REQUIREMENTS

The non-Federal entity[1] (also referred to as "recipient" or "grantee") and any subrecipients must, in addition to the assurances made as part of the application, comply and require each of its contractors and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications. This document provides the Gulf Coast Ecosystem Restoration Council ("Council") standard terms and conditions (ST&Cs) for all Council awards. 2 CFR § 5900.101 provides the Council's adoption of 2 CFR Part 200, giving regulatory effect to the OMB guidance.

This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: public laws, regulations, applicable notices published in the *Federal Register*, EOs, OMB circulars, the Council ST&Cs, and special award conditions. Special award conditions may amend or take precedence over the ST&Cs if and when so provided by the ST&Cs.

Certain of the ST&Cs contain, by reference or substance, a summary of the pertinent statutes or regulations published in the *Federal Register* or Code of Federal Regulations (C.F.R.), EOs, OMB circulars, or the assurances (Forms SF-424B and SF-424D). No such provision will be construed so as to be in derogation of, or an amendment to, any such statute, regulation, EO, OMB circular, or assurance.

B. PROGRAMMATIC REQUIREMENTS

The recipient must use funds only for the purposes identified in the grant award agreement in accordance with the requirements in 31 C.F.R. § 34.803(d). All activities under the award must meet the eligibility requirements of the Gulf RESTORE Program as defined in 31 C.F.R. §§ 34.201, 34.202 or 34.203, according to component.

---

[1] The OMB *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* located at 2 C.F.R. part 200 uses the term "non-Federal entity" to generally refer to an entity that carries out a Federal award as a recipient or subrecipient. Because certain of the provisions of these ST&Cs apply to recipients rather than subrecipients, or vice versa, for clarity, these ST&Cs use the terms "non-Federal entity", "recipient", and "subrecipient." In addition, the OMB Uniform Guidance uses the term "pass-through entity" to refer to a non-Federal entity that makes a subaward.
"Non-Federal entity" is defined at 2 C.F.R. § 200.69 as "a State, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient."
"Recipient" is defined at 2 C.F.R. § 200.86 as "a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients."
"Subrecipient" is defined at 2 C.F.R. § 200.93 as "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency."
"Pass-through entity" is defined as 2 C.F.R. § 200.74 as "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

.01 Performance (Technical) Reports

a. Non-Federal entities must use OMB-approved governmentwide standard information collections when providing financial and performance information and, as appropriate and in accordance with such information collections, are required to relate financial data to the performance accomplishments of the Federal award. When applicable, recipients must also provide cost information to demonstrate cost effective practices (e.g., through unit cost data). The Non-Federal entity's performance will be measured in a way that will help the Council and other non-Federal entities to improve program outcomes, share lessons learned and spread the adoption of promising practices. Recipients will be provided with clear performance goals, indicators and milestones as described in 2 C.F.R. § 200.210 "Information contained in a Federal award."

b. Recipients must submit performance (technical) reports, which may be Form SF-PPR "Performance Progress Report" or any successor form, or another format as required by the Council, to the Council-designated grants officer (Grants Officer). Performance reports should be submitted electronically, unless the recipient makes an arrangement with the Grants Officer for submission in hard copy (no more than one original and two copies) in accordance with the award conditions.

c. Performance Reports must be submitted with the same frequency as the Federal Financial Report (Form SF-425), unless otherwise authorized by the Grants Officer. If events occur between scheduled performance reporting dates that have significant impact upon the activity, project or program, the recipient must notify the Grants Officer as soon as possible.

d. Performance (technical) reports shall contain brief information as prescribed in the *Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards* (2 C.F.R. part 200, specifically 2 C.F.R. § 200.328) incorporated into the award, unless otherwise specified in the award provisions. Specifically, in the "performance narrative" (item 10 on the SF-PPR), the recipient must provide the following information.

1. Activities and Accomplishments:

   i. Summarize activities undertaken during the reporting period;
   ii. Summarize any key accomplishments, including milestones and metrics completed for the period;
   iii. 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
   iv. If the recipient 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.

2. Adaptive Management:

   i. 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
   ii. Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget.

3. Findings/Events: Summarize any significant findings or events, if applicable.

4. Dissemination Activities: Describe any activities to disseminate or publicize results of the activity, project, or program, if applicable.

5. Monitoring:

   i. Describe all efforts taken to monitor contractor and/or subrecipient performance, to include site visits, during the reporting period. For subawards, indicate whether the subrecipient submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings; and
   ii. Describe any other activities or relevant information not already provided.

6. Planned Activities: Summarize the activities planned for the next reporting period.

7. Attachments: List and attach any deliverables completed during the performance period or other materials to be submitted with the report.

.02 Reporting on Real Property

In accordance with 2 C.F.R. § 200.329, the Federal awarding agency or pass-through entity must require a non-Federal entity to submit reports at least annually on the status of real property in which the Federal government retains an interest, unless the Federal interest in the real property extends 15 years or longer. If the attached Federal interest is for a period of 15 years or longer, the Council or pass-through entity may, at its option, require the non-Federal entity to report at various multi-year frequencies as specified in the terms of the award (e.g., every two years or every three years, not to exceed a five-year reporting period; or the Council or pass-through entity may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years).

.03 Unsatisfactory Performance

Failure to perform the work in accordance with the terms of the award and maintain at least a satisfactory performance as determined by the Council may result in designation of the non-Federal entity as high risk and the assignment of special award conditions or other further action as provided in Section B.06, "Non-Compliance with Award Provisions" below.

.04 Programmatic Changes

The non-Federal entity shall report programmatic changes to the Grants Officer in accordance with 2 C.F.R. § 200.308, and shall request prior approvals in accordance with 2 C.F.R. § 200.407.

.05 Other Federal Awards with Similar Programmatic Activities

The non-Federal entity shall immediately provide written notification to the Grants Officer in the event that, subsequent to receipt of the Council award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the Council award. The Council will not pay for any costs that are funded by other sources.

.06 Non-Compliance with Award Provisions

Failure to comply with any or all of the provisions of the award may have a negative impact on future funding by the Council and may be considered grounds for any or all of the following actions: withholding of payments pending correction of the deficiency by the non-Federal entity and/or more severe enforcement action by the Council or pass-through entity in accordance with 2 C.F.R. § 200.338; disallowance of (that is, denial of both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; suspension or termination of all or any portion of the award; initiation of suspension or debarment proceedings as authorized under 2 C.F.R. part 180 and any Council regulations and policies promulgated pursuant to its authority (or in the case of a pass-through entity, recommendation that such a proceeding be initiated by the Council); withholding of further awards for the project or program; or enforcement of other remedies that may be legally available. *See also* 2 C.F.R. §§ 200.339 through 200.342.

.07 Prohibition against Assignment by the Non-Federal Entity

The non-Federal entity shall not transfer, pledge, hypothecate, mortgage, or otherwise assign the award, or any interest therein, or any claim arising thereunder, to any party or parties, including without limitation any bank, trust company or other financing or financial institution, without the express written approval of the Grants Officer.

.08 Disclaimer Provisions

a. The United States expressly disclaims any and all responsibility or liability to the non-Federal entity or third persons for any actions of the non-Federal entity or third persons resulting in death, bodily injury, personal or property damage, or any other damage, loss or liability in connection with or resulting in any way from the performance of this award or any subaward or subcontract under this award.

b. Acceptance of this award by the non-Federal entity does not in any way establish or constitute an agency relationship between the United States and the non-Federal entity.

C. FINANCIAL REQUIREMENTS

.01 Financial Reports

a. In accordance with 2 C.F.R. § 200.327, the recipient shall submit a "Federal Financial Report" (Form SF-425 or any successor form, or another format as required by the Council) on a semi-annual basis. Semi-annual reporting periods will be specified in the grant award for either the periods ending March 31 and September 30, or any portion thereof, or June 30 and December 31, 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 Form SF-425 shall be submitted within 90 days after the expiration of the project period.

b. The report should be submitted to the Grants Officer electronically, unless the recipient makes an arrangement with the Grants Officer for submission in hard copy (no more than one original and two copies), in accordance with the award conditions.

c. The recipient must report to the Council at the conclusion of the grant period, or other period specified by the Council, on the use of funds pursuant to the award in accordance with the requirements in 31 C.F.R. § 34.803(e).

d. The recipient must forecast cash requirements/draws semi-annually, for the periods October 1 to March 31 and April 1 to September 30, throughout the life of the grant. Forecasted cash requirements must be updated with the submission of each "Federal Financial Report."

.02 Financial Management

a. In accordance with 2 C.F.R. § 200.302(a), each State, including a state's administrative agents and the Gulf Consortium of Florida counties, must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds. In addition, the state's and other non-Federal entities' financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions – including preparation of accurate, current and complete SF-425, Performance (Technical) Report, reporting on subawards, and any additional reports required by any additional award conditions. The financial management system also must be sufficient to trace funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations – including without limitation the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act), Council and Treasury RESTORE Act regulations – and the terms and conditions of the Federal award. *See also* 2 C.F.R. § 200.450 "Lobbying."

b. The financial management system of each non-Federal entity must provide all information required by 2 C.F.R. § 200.302(b) and maintain detailed records sufficient to account for the receipt, obligation and expenditure of grant funds in accordance with the requirements in 31 C.F.R. § 34.803(b). *See also* 2 C.F.R. §§ 200.333 "Retention requirements for records"; 200.334 "Requests for transfer of records"; 200.335 "Methods for collection, transmission and storage of information"; 200.336 "Access to records"; and 200.337 "Restrictions on public access to records." Specifically, the financial management system must provide for:

   1. Identification and tracking of all Council awards received and expended by the Catalog of Federal Domestic Assistance (CFDA) title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any;

   2. Records that adequately identify the source and application of all funds for Federally-funded activities, including information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest, and are supported by source documentation; and

   3. 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.

c. The recipient must establish written procedures to implement the requirements set forth in Subsection, C.03 "Award Payments," below, 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.

.03 Award Payments

a. The reimbursement method of payment will be used under this award, unless otherwise specified in a special award condition. The Grants Officer will determine the appropriate method of payment. Payments are made through electronic funds transfers directly to the non-Federal entity's bank account and in accordance with the requirements of the Debt Collection Improvement Act of 1996 (31 U.S.C. § 3701 *et. seq.*) and the Cash Management Improvement Act (31 U.S.C. § 6501 *et. seq.*).

   1. Consistent with 2 C.F.R. § 200.305(a), for States, payments are governed by the Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers" and Treasury Financial Manual Volume I, 4A-2000 "Overall Disbursing Rules for All Federal Agencies."

   2. Consistent with 2 C.F.R. § 200.305(b), for non-Federal entities other than States, payment methods must minimize the amount of time elapsing between the transfer of funds from the U.S. Treasury or the pass-through entity and the disbursement by the non-Federal entity.

b. The Council Award Number must be included on all payment-related correspondence, information, and forms.

c. Unless otherwise provided for in the award terms, payments under this award will be made using the Department of Treasury's Automated Standard Application for Payment (ASAP)[2] system. Under the ASAP system, payments will be made through preauthorized electronic funds transfers in accordance with the requirements of the Debt Collection Improvement Act of 1996. Awards paid under the ASAP system will contain a special award condition, clause or provision describing enrollment requirements and any controls or withdrawal limits set in the ASAP system. Recipients enrolled in the ASAP system are not required to submit a "Request for Advance or Reimbursement" (Form SF-270 or successor form), in order to receive payments relating to their award. Pre-approval prior to requesting payments may be required for recipients that are determined by the Council to be in a high risk category or noncompliant (*see* 2 C.F.R. § 200.205 "Federal awarding agency review of risk posed by applicants," and *see* section M "Remedies for Noncompliance" below).

   1. In order to receive payments under ASAP, recipients are required to enroll with the Department of Treasury, Financial Management Service, Regional Financial Centers, which enables them to use the on-line and Voice Response System (VRS) method of withdrawing funds from their ASAP established accounts.

   2. The following information will be required to make withdrawals under ASAP: (i) ASAP account number, i.e., the Federal award number found on the cover sheet of the award; (ii) Agency Location Code (ALC); and (iii) Region Code.

d. When expressly allowed through a special award condition, advances shall be limited to the minimum amounts necessary to meet immediate disbursement needs, but in no event shall advances exceed the amount of cash required for a 30-day period. Funds advanced but not disbursed in a timely manner and any accrued interest thereon must be promptly returned to the Council. The Grants Officer may periodically request documentation from the non-Federal entity verifying that the elapsed time between the transfer of funds and disbursement has been minimized. If a non-Federal entity demonstrates an unwillingness or inability to establish procedures that will minimize time elapsing

[2] Department of Treasury's Automated Standard Application for Payment (ASAP) system - https://www.fiscal.treasury.gov/fsservices/gov/pmt/asap/asap_home.htm, verified on 8/18/2015.

between transfer of funds and disbursement or if the non-Federal entity otherwise fails to continue to qualify for the advance payment method, the Grants Officer may change the method of payment to reimbursement only.

e. Where the use of an alternative system other than ASAP is provided for in the award terms, requests for payment will be submitted to the Grants Officer.

   1. Form SF-3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," must be completed before the first award payment can be made via the "Request for Advance or Reimbursement" (Form SF-270) request.

   2. When advance payment is expressly allowed for by special award condition, the non-Federal entity must submit the request no more frequently than monthly, and advances will be approved for periods to cover only expenses anticipated over the following 30 days. The non-Federal entity must complete the "ACH Vendor Miscellaneous Payment Enrollment Form" (Form SF-3881 or successor form), and Form SF-270, and submit those forms to the Grants Officer.

.04 Federal and Non-Federal Sharing

a. Awards that include Federal and non-Federal sharing incorporate a budget consisting of shared allowable costs. If actual allowable costs are less than the total approved budget, the Federal and non-Federal cost shares shall be calculated by applying the approved Federal and non-Federal cost share ratios to actual allowable costs. If actual allowable costs are greater than the total approved budget, the Federal share shall not exceed the total Federal dollar amount authorized by the award.

b. The non-Federal share, whether in cash or in-kind, is to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Grants Officer based on sufficient documentation demonstrating previously determined plans for, or later commitment of, cash or in-kind contributions. In any case the non-Federal entity must meet its cost share commitment over the life of the award. The non-Federal entity must create and maintain sufficient records sufficient to justify all non-Federal sharing requirements and to facilitate questions and audits. *See* Section I "Audits" below for audit requirements, and *see* 2 C.F.R. § 200.306 for additional requirements regarding cost sharing.

.05 Program Income

a. Non-Federal entities are encouraged to earn income to defray program costs where appropriate. Any program income shall be earned and applied consistent with the requirements of 2 C.F.R. § 200.307.

b. The recipient must maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds including the tracking of program income. Program income must be included in the non-Federal entity's approved budget and tracked in accordance with the requirements in 31 C.F.R. § 34.803(b).

c. All program income must be documented in the Federal financial report submitted to the Council for the period in which the income was earned.

.06 Budget Changes and Transfer of Funds among Categories

a. Requests for changes to the approved budget must be made in accordance with 2 C.F.R. § 200.308 "Revision of budget and program plans" and submitted in writing to the Grants Officer who will make the final determination on such requests and notify the non-Federal entity in writing thereof.

1. Construction Awards. For construction Federal awards, the non-Federal entity must request prior written approval promptly from the Grants Officer for budget revisions whenever one or more of the following applies:

   i. The revision results from changes in the scope or the objective of the project or program;
   ii. The need arises for additional Federal funds to complete the project; or
   iii. A revision is desired which involves specific costs for which prior written approval requirements may be imposed consistent with applicable OMB cost principles listed in 2 C.F.R. part 200, Subpart E—"Cost Principles."

2. Non-Construction Awards. For non-construction Federal awards, recipients must request prior written approval promptly from the Grants Officer for budget revisions whenever one or more of the following applies:

   i. Change in the scope or the objective of the project or program;
   ii. Change in a key person specified in the application or the Federal award;
   iii. The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator;
   iv. The inclusion, unless waived by the Council, of costs that require prior approval in accordance with 2 C.F.R. part 200 Subpart E—"Cost Principles" or 45 C.F.R. Part 75 Appendix IX "Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals," or 48 C.F.R. Part 31 "Contract Cost Principles and Procedures," as applicable;
   v. The transfer of funds budgeted for participant support costs as defined in 2 C.F.R. § 200.75 "Participant support costs to other categories of expense";
   vi. The subawarding, transferring or contracting out of any work under a Federal award unless (a) described in the application and funded in the approved Federal award, or (b)applicable to the acquisition of supplies, material, equipment or general support services only; or
   vii. Changes in the amount of approved cost-sharing or matching provided by the non-Federal entity. No other prior approval requirements for specific items may be imposed unless a deviation has been approved by OMB. *See also* 2 C.F.R. §§ 200.102 "Exceptions" and 200.407 "Prior written approval."

3. Both Construction and Non-Construction Activities in Award. If a single award provides support for construction and non-construction work, the recipient must request prior written approval from the Grants Officer before making any fund or budget transfers between the two types of work supported.

b. In accordance with 2 C.F.R. § 200.308(e), transfers of funds by the recipient among direct cost categories are permitted for awards in which the Federal share of the project is the Simplified Acquisition Threshold ($150,000 as of 12/26/2013) or less. For awards in which the Federal share of the project exceeds the Simplified Acquisition Threshold, the recipient must request prior written approval from the Grants Officer for transfers of funds among direct cost categories when the

cumulative amount of such direct cost transfers exceeds ten percent of the total budget[3] as last approved by the Grants Officer. The 10% threshold applies to the total Federal funds authorized by the Grants Officer at the time of the transfer request. The same requirements apply to the cumulative amount of transfer of funds among programs, functions, and activities. This transfer authority does not authorize the recipient to create new budget categories within an approved budget without the prior written approval of the Grants Officer. No transfer that enables any Federal appropriation, or part thereof, to be used for an unauthorized purpose will be permitted. The foregoing provision does not prohibit the recipient from requesting Grants Officer approval for revisions to the budget. *See* 2 C.F.R. § 200.308 (as applicable) for specific requirements concerning budget revisions and transfer of funds between budget categories.

c. The recipient is not authorized at any time to transfer amounts budgeted for direct costs to the indirect costs line item or vice versa without the prior written approval of the Grants Officer.

.07 Indirect (Facilities and Administrative [F&A]) Costs

a. Indirect (facilities and administrative [F&A]) costs will not be allowable charges against an award unless permitted under the award, specifically included as a line item in the award's approved budget and consistent with 2 C.F.R. §§ 200.414 "Indirect (F&A) costs" and Subpart E "Cost Principles."

b. Indirect costs of recipients are subject to the three percent (3%) cap on administrative expenses stated in 33 U.S.C. § 1321(t)(1)(B)(iii) and 31 C.F.R. § 34.204. The three percent cap on administrative expenses applies only to recipients and does not flow down to subrecipients.

c. Excess indirect costs may not be used to offset unallowable direct costs.

d. Indirect costs charged must be consistent with the indirect cost rate agreement negotiated between the non-Federal entity 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. The Council will accept approved indirect cost rates unless otherwise authorized by a Federal statute or regulation, or requirements at 2 C.F.R. § 200.414(c) are met.

    1. If indirect costs are permitted and the non-Federal entity wishes to include indirect costs in its budget, but the non-Federal entity has not previously established an indirect cost rate with a Federal agency, the requirements for determining the relevant cognizant agency and developing and submitting indirect (F&A) cost rate proposals and cost allocation plans are contained in Appendices III – VII to 2 C.F.R. Part 200 as follows:

        - Appendix III to 2 C.F.R. Part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs);
        - Appendix IV to 2 C.F.R. Part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations;
        - Appendix V to 2 C.F.R. Part 200 – State/Local Governmentwide Central Service Cost Allocation Plans;

[3] The cumulative amount of direct cost transfers is calculated by summing the negative variances between the approved and proposed budgets. Variance is calculated by subtracting the proposed budget amount for each cost category from the approved budget amount for the category. Only variances less than zero are totaled. The cumulative negative variance is then divided by the total grant award budget to determine the percentage transferred, i.e., cumulative % of transfer(s) = {[Σ (negative variances)] / total award budget} x 100.

- Appendix VI to 2 C.F.R. Part 200 – Public Assistance Cost Allocation Plans; and
- Appendix VII to 2 C.F.R. Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals.

The cognizant agency for governmental units or agencies not specifically identified by OMB will be determined based on the Federal agency providing the largest amount of Federal funds. *See* 2 C.F.R. §200.416 "Cost allocation plans and indirect cost proposals." When the Council is not the oversight or cognizant Federal agency, the non-Federal entity shall provide the Grants Officer with a copy of a negotiated rate agreement or a copy of the transmittal letter submitted to the cognizant or oversight Federal agency requesting a negotiated rate agreement.

2. For those organizations for which the Council is cognizant or has oversight, the Council or its designee will either negotiate a fixed rate with carry-forward provisions for the non-Federal entity or, in some instances, will limit its review to evaluating the procedures described in the non-Federal entity's cost allocation plan. Indirect cost rates and cost allocation methodology reviews are subject to future audits to determine actual indirect costs.

3. Within 90 days after the award start date, the non-Federal entity shall submit to the address listed below documentation (indirect cost proposal, cost allocation plan, etc.) necessary to perform the review. The non-Federal entity shall provide the Grants Officer with a copy of the transmittal letter.

   Gulf Coast Ecosystem Restoration Council Office
   Attn: Senior Grants Management Officer
   500 Poydras Street, Suite 1117
   New Orleans, LA 70130

   If the non-Federal entity fails to submit the required documentation to the Council within 90 days of the award start date, the Grants Officer may amend the award to preclude the recovery of any indirect costs under the award. If the Council, oversight or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the non-Federal entity's delay in submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.

4. The non-Federal entity may use the fixed rate proposed in the indirect cost plan until such time as the Council provides a response to the submitted plan. Actual indirect costs must be calculated annually and adjustments made through the carry-forward provision used in calculating the following year's rate. This calculation of actual indirect costs and the carry-forward provision is subject to audit. Indirect cost rate proposals must be submitted annually. Organizations that have previously established indirect cost rates must submit a new indirect cost proposal to the cognizant agency within six months after the close of each of the recipients' fiscal years.

e. The maximum dollar amount of allocable indirect costs for which the Council will reimburse the non-Federal entity shall be the lesser of:

   1. The line item amount for the Federal share of indirect costs contained in the approved award budget, including all budget revisions approved in writing by the Grants Officer; or

   2. The Federal share of the total indirect costs allocable to the award based on the indirect cost rate approved by a cognizant or oversight Federal Agency for indirect costs and applicable to the period in which the cost was incurred, provided that the rate is approved in writing on or before

the award end date, subject to the three percent (3%) cap on administrative expenses provided in 33 U.S.C. § 1321(t)(1)(B)(iii) and 31 C.F.R. § 34.204.

f. In addition, a non-Federal entity that is a State, local government, Indian tribe, institution of higher education, or nonprofit organization and has never received a negotiated indirect cost rate may elect to charge a *de minimis* rate of 10% of modified total direct costs. *See also* 2 C.F.R. § 200.414(f).

.08 Incurring Costs or Obligating Federal Funds Outside of the Period of Performance

a. The non-Federal entity shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the period of performance, i.e., the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. *See* 2 C.F.R. §§ 200.77 and 200.309.

1. The Council or pass-through entity must include start and end dates of the period of performance in the Federal award.

2. All activities supported through an award must occur and be completed during the approved period of performance, whether funded directly or through a subaward or subcontract, and all obligated costs must be liquidated within 90 days following the end date of the period of performance.

3. The only costs which may be authorized for a period of not to exceed 90 days following the end of the project period are those solely associated with close-out activities. Close-out activities are limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grants Officer. The Grants Officer may approve extensions of the 90-day closeout period upon a request by the non-Federal entity as provided in 2 C.F.R. § 200.343.

b. Unless otherwise authorized in 2 C.F.R. § 200.343 or a special award condition, any extension of the project period can only be authorized by the Grants Officer in writing. Verbal or written assurances of funding from anyone other than the Grants Officer shall not constitute authority to obligate funds for programmatic activities beyond the end of the project period.

c. Pre-Award Costs. Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Grants Officer. The recipient must use funds obligated and disbursed under the award only during the period of performance specified in the award document. *See* 2 C.F.R. § 200.458.

d. The Council has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding and to extend the project period is at the sole discretion of the Council.

.09 Tax Refunds

Refunds of Federal Insurance Contributions Act (FICA) (26 U.S.C. §§ 3101-3128) or Federal Unemployment Tax Act (FUTA) (26 U.S.C. §§ 3301-3311) taxes received by the non-Federal entity

during or after the period of performance must be refunded or credited to the Council whenever the benefits were financed with Federal funds under the award. The non-Federal entity shall contact the Grants Officer immediately upon receipt of these refunds. The non-Federal entity shall in addition refund portions of FICA/FUTA taxes determined to belong to the Federal Government, including refunds received after the period of performance ends.

D. INTERNAL CONTROLS

Consistent with 2 C.F.R. § 200.303, each non-Federal entity:

a. Must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls must be in compliance with guidance in "Standards for Internal Control in the Federal Government"[4] issued by the Comptroller General of the United States or the "Internal Control Integrated Framework,"[5] issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

b. Must comply with Federal statutes, regulations, and the terms and conditions of the Federal award.

c. Must evaluate and monitor the non-Federal entity's compliance with statute, regulations and the terms and conditions of Federal award.

d. Must take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

e. Must take reasonable measures to safeguard protected personally identifiable information and other information the Council or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

E. PROPERTY STANDARDS

.01 Standards

The non-Federal entity must comply with the property standards as stipulated in 2 C.F.R. §§ 200.310 to 200.316.

.02 Insurance coverage

Recipients must provide insurance coverage for real property and equipment acquired or improved with Federal funds equivalent to that provided for property owned by the non-Federal entity. Federally-owned

[4] "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States - http://www.gao.gov/assets/80/76455.pdf, verified on 8/18/2015.
[5] "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), Executive Summary - http://www.coso.org/documents/Internal%20Control-Integrated%20Framework.pdf, verified on 8/18/2015.

property need not be insured unless required by the terms and conditions of the Federal award. *See* 2 C.F.R. § 200.310.

.03 Real Property

a. Real property or an interest in real property may not be acquired under an award without prior written approval of the Grants Officer.

b. Title of real property. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved under a Federal award will vest upon acquisition in the non-Federal entity.

c. Use. Except as otherwise provided by Federal statutes or by the Council, real property must be used for the originally authorized purpose as long as needed for that purpose, during which time the non-Federal entity must not dispose of or encumber its title or any other interest therein.

d. Willing Sellers. Land or interest in land may only be acquired by purchase, exchange or donation from a willing seller in accordance with the requirements in 31 C.F.R. § 34.803(f).

e. Federal Acquisitions. Funds may not be used to acquire land in fee title by the Federal Government unless the exceptions in 31 C.F.R. § 34.803(g) are met.

f. Disposition. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Council or pass-through entity. The instructions will provide that the non-Federal entity do one of the following:

   1. Retain title after compensating the Council. The amount paid to Council will be computed by applying the Council's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, if the non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

   2. Sell the property and compensate the Council. The amount due to the Council will be calculated by applying the Council's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the non-Federal entity is directed to sell property, it must utilize sales procedures that provide for competition to the extent practicable and result in the highest possible return.

   3. Transfer title to the Council or to a third party designated or approved by the Council. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

g. The Grants Officer may require the non-Federal entity to submit the Tangible Personal Property Report (Form SF-428 or successor form), and/or Real Property Status Report (Form SF-429 or successor form), including applicable attachments to each form, in connection with the reporting of tangible personal property or of real property acquired or improved, in whole or in part, under a Council financial assistance award. The Grants Officer may also require the non-Federal entity to

submit Form SF-428 and/or Form SF-429, or successor forms, in connection with a non-Federal entity's request to acquire, encumber, dispose of, or take any other action pertaining to tangible personal property or to real property acquired or improved, in whole or in part, under a Council financial assistance award.

.04 Federally-owned and Exempt Federally-owned Property

a. Title to Federally-owned property[6] remains vested in the Federal government. The non-Federal entity must submit annually an inventory listing of Federally-owned property in its custody to the Grants Officer. Upon completion of the Federal award or when the property is no longer needed, the non-Federal entity must report the property to the Grants Officer for further Council utilization. If the Council has no further need for the property, it must declare the property excess and report it for disposal to the appropriate Federal disposal authority, unless the Council has statutory authority to dispose of the property by alternative methods (e.g., the authority provided by the Federal Technology Transfer Act (15 U.S.C. § 3710 (i)) to donate research equipment to educational and non-profit organizations in accordance with Executive Order 12999, "Educational Technology: Ensuring Opportunity for All Children in the Next Century."). The Council will issue appropriate instructions to the non-Federal entity. The Council may exercise this option when statutory authority exists.

b. Absent statutory authority and specific terms and conditions of the Federal award, title to exempt Federally-owned property acquired under the Federal award remains with the Federal government.

c. The Grants Officer may require the non-Federal entity to submit the Tangible Personal Property Report (Form SF-428 or successor form), and/or Real Property Status Report (Form SF-429 or successor form), including applicable attachments to each form, in connection with the reporting of Federally-owned property that is in the non-Federal entity's custody pursuant to a Council financial assistance award or with a non-Federal entity's request to acquire, encumber, dispose of, or take any other action pertaining to Federally-owned property.

.05 Equipment

a. Recipients must comply with the equipment standards provided in 2 C.F.R. §§ 200.313 "Equipment" and 200.439 "Equipment and other capital expenditures."

b. American-Made Equipment and Products. Recipients are hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this award.

c. Use, management, and disposition of equipment acquired.

   1. For recipients that are States: The recipient must use, manage and dispose of equipment acquired under this award in accordance with state laws and procedures.

   2. For recipients that are not States: Equipment must be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program

[6] Federally-owned property as defined in 2 C.F.R. § 200.312 means property acquired under a Federal award where the title vests with the Federal government. Exempt Federally-owned property means property acquired under a Federal award where the Federal awarding agency has chosen to vest title to the property to the non-Federal entity without further obligation to the Federal Government, based upon the explicit terms and conditions of the Federal award.

continues to be supported by the Federal award. Before disposing of equipment during the period of performance, the recipient must seek disposition instructions from the Grants Officer for equipment acquired under this award if the current fair market value of the equipment is greater than $5,000 per unit. Disposition instructions must be requested by submitting a completed "Tangible Personal Property Report" (SF-428 or any successor form) and the "Disposition Request/Report" (SF-428-C or any successor form). In addition, not later than 60 days after the end of the period of performance, the recipient must submit to the Grants Officer a completed SF-428 and "Final Report Form" (SF-428-B or any successor form) if the recipient retains any equipment with a current fair market value greater than $5,000 per unit.

.06 Supplies

a. Title to supplies vests in the non-Federal entity upon acquisition. If residual inventory of unused supplies exceeds $5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, then the non-Federal entity may retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal government for its share. The amount of compensation must be computed in the same manner as for equipment as prescribed in 2 C.F.R. § 200.313 "Equipment"; *see* 200.313(e)(2) for the calculation methodology. *See also* 2 C.F.R. § 200.453 "Materials and supplies costs, including costs of computing devices." The recipient must report the value and the retention or sale of such supplies by submitting to the Grants Officer a completed "Tangible Personal Property Report" (SF-428 or any successor form) and "Final Report Form" (SF-428-B or any successor form) no later than 60 days after the end of the period of performance.

b. As long as the Federal government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

.07 Intangible Property

a. Title to intangible[7] property acquired under a Federal award vests upon acquisition in the non-Federal entity.

b. The non-Federal entity must use intangible property for the originally-authorized purpose, and must not encumber the property without the prior written approval of the Council. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 C.F.R. § 200.313(e).

c. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Council reserves a royalty-free, perpetual, nonexclusive and irrevocable license to reproduce, publish, distribute, exhibit, and/or otherwise use and exploit the work throughout the world in all media now known or hereafter devised, and to authorize others to do so for Federal purposes.

[7] Intangible property as defined by 2 C.F.R. § 200.59 means property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible).

d. The non-Federal entity is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

e. The Federal government has the right, perpetually throughout the world in all media now known or hereafter devised, to:

   1. Obtain, reproduce, publish, distribute, exhibit, and/or otherwise use and exploit the data produced under a Federal award; and

   2. Authorize others to do so for Federal purposes.

f. Freedom of Information Act (FOIA). Pursuant to 2 C.F.R. § 200.315(e), in response to a FOIA request for research data relating to published research findings[8] produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the Council will request, and the non-Federal entity must provide, within a reasonable time, the research data[9] so that such data can be made available to the public through the procedures established under the FOIA. If the Council obtains the research data solely in response to a FOIA request, the Council may charge the requester a reasonable fee equal to the full incremental cost of obtaining the research data that reflects the costs incurred by the Council and the non-Federal entity. Pursuant to 5 U.S.C. § 552(a)(4)(A), this fee is in addition to any fees the Council may assess under the FOIA.

.08 Property Trust Relationship

Real property, equipment and intangible property acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The Council may require the non-Federal entity to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.

F. PROCUREMENT STANDARDS

Pursuant to 2 C.F.R. § 200.317, when procuring property and services under this Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The

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[8] Published research findings (as defined by 2 C.F.R. § 200.315(e)(2)) means findings are published in a peer-reviewed scientific or technical journal; or a Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. Used by the Federal government in developing an "agency action that has the force and effect of law" is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

[9] As defined by 2 C.F.R. § 200.315(e)(3), research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include: trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

State will comply with 2 C.F.R. § 200.322 "Procurement of recovered materials," and the State must ensure that every purchase order or other contract includes any clauses required by section 2 C.F.R. § 200.326 "Contract provisions." All other non-Federal entities, including subrecipients of a State, will follow the requirements of 2 C.F.R. §§ 200.318 "General procurement standards" through 200.326 "Contract provisions."

a. For recipients that are States: When executing procurement actions under the 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.

b. For recipients 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, 200.324, and 200.325. 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."

G. 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 non-Federal entity shall comply with the non-discrimination requirements below:

.01 Statutory Provisions

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and any Council regulations and policies promulgated pursuant to its authority prohibit 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. The Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 *et seq.*) 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;

d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.

e. Revised ADA Standards for Accessible Design for Construction Awards revised regulations implementing Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285) and Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286) which adopted new enforceable accessibility standards called the "2010 ADA

Standards for Accessible Design" (2010 Standards). All new construction and alteration projects shall comply with the 2010 Standards.

f. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the basis of age in programs or activities receiving Federal financial assistance;

g. Any other applicable non-discrimination law(s).

.02 Other Provisions

a. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967) and EO 12086 (43 FR 46501, 1978), requiring Federally-assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of that EO 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," requiring 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.

c. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712) includes a pilot program of whistleblower protection. It applies to all Council awards, subawards, or contracts under awards issued beginning July 1, 2013 through January 1, 2017. The following provision implements that law:

In accordance with 41 U.S.C. § 4712, an employee of a non-Federal entity or contractor under a Federal award or subaward may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:

1. A Member of Congress or a representative of a committee of Congress.
2. An Inspector General.
3. The Government Accountability Office.
4. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
5. An authorized official of the Department of Justice or other law enforcement agency.
6. A court or grand jury.
7. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Non-Federal entities shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

.03 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.

H. RECORDS RETENTION

a. The recipient must retain all records pertinent to this award for a period of no less than 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:

   1. 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 (if applicable), all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

   2. Copies of all subawards, including 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 (if applicable);

   3. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients (if applicable);

   4. 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;

   5. All supporting documentation for the performance outcome and other information reported on the recipient's Financial Reports and Performance (Technical) Reports; and

   6. Any reports, publications, and data sets from any research conducted under this award.

b. 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.

I. AUDITS

a. Under the Government Accounting Office's authorities (5 U.S.C. § 701 et seq.) and the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3, § 1 *et seq.*, an audit of the award may be conducted at any time. The Treasury Office of Inspector General (OIG), Government Accounting Office (GAO) and the Council are authorized to audit Council awards. *See* Section 1608 of the RESTORE Act; and *see* 31 C.F.R. §§ 34.205, 34.406, 34.508 and 34.805.

b. The Treasury OIG (as specified in the RESTORE Act), or any of his or her duly authorized representatives, the GAO and the Council shall have timely and unrestricted access to any pertinent books, documents, papers, and records of the non-Federal entity, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.

c. If the Treasury OIG requires a program audit on a Council award, the OIG will usually make the arrangements to audit the award, whether the audit is performed by OIG personnel, an independent accountant under contract with the Council, or any other Federal, state, or local audit entity.

d. The Treasury OIG, the GAO, and the Council 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.

.01 Organization-Wide, Program-Specific, and Project Audits

a. Organization-wide or program-specific audits must be performed in accordance with the Single Audit Act Amendments of 1996, as implemented by 2 C.F.R. part 200, Subpart F, "Audit Requirements." Recipients that are subject to the provisions of 2 C.F.R. part 200, Subpart F and that expend $750,000 or more in a year in Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 C.F.R. part 200, Subpart F. A copy of the audit shall be submitted to the Bureau of the Census, which has been designated by OMB as a central clearinghouse, by electronic submission to the Federal Audit Clearinghouse website.[10] If it is necessary to submit by paper, the address for submission is:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

b. Except for the provisions for biennial audits provided in paragraphs (1) and (2) of this section, audits required must be performed annually. Any biennial audit must cover both years within the biennial period.

1. A State, local government, or Indian tribe that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits pursuant to this part biennially. This requirement must still be in effect for the biennial period.

[10] Federal Audit Clearinghouse website - http://harvester.census.gov/sac/, verified on 6/5/2015.

2. Any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits pursuant to this part biennially.

c. Council programs may have specific audit guidelines that will be incorporated into the award. When the Council does not have a program-specific audit guide available for the program, the auditor will follow the requirements for a program-specific audit as described in 2 C.F.R. § 200.507. The non-Federal entity may include a line item in the budget for the cost of the audit for approval. A copy of the program-specific audit shall be submitted to the Grants Officer and to the OIG at OIGCounsel@oig.treas.gov or if e-mail is unavailable, submission to the OIG can be made at the following address:

Treasury Office of Inspector General
1500 Pennsylvania Ave. NW
Washington, DC 20220

.02 Audit Resolution Process

a. An audit of the award may result in the disallowance of costs incurred by the non-Federal entity and the establishment of a debt (account receivable) due the Council. For this reason, the non-Federal entity should take seriously its responsibility to respond to all audit findings and recommendations with adequate explanations and supporting evidence whenever audit results are disputed.

b. A non-Federal entity whose award is audited has the following opportunities to dispute the proposed disallowance of costs and the establishment of a debt:

1. Unless the Inspector General determines otherwise, the non-Federal entity has 30 days after the date of the transmittal of the draft audit report to submit written comments and documentary evidence.

2. The non-Federal entity has 30 days after the date of the transmittal of the final audit report to submit written comments and documentary evidence. There will be no extension of this deadline.

3. The Council will review the documentary evidence submitted by the non-Federal entity and notify the non-Federal entity of the results in an *Audit Resolution Determination Letter*. The non-Federal entity has 30 days after the date of receipt of the *Audit Resolution Determination Letter* to submit a written appeal. There will be no extension of this deadline. The appeal is the last opportunity for the non-Federal entity to submit written comments and documentary evidence that dispute the validity of the audit resolution determination.

4. An appeal of the Audit Resolution Determination does not prevent the establishment of the audit-related debt nor does it prevent the accrual of interest on the debt. If the Audit Resolution Determination is overruled or modified on appeal, appropriate corrective action will be taken retroactively. An appeal will stay the offset of funds owed by the auditee against funds due to the auditee.

5. The Council will review the non-Federal entity's appeal and notify the non-Federal entity of the results in an *Appeal Determination Letter*. After the opportunity to appeal has expired or after the appeal determination has been rendered, the Council will not accept any further documentary evidence from the non-Federal entity. No other administrative appeals to the Council are available.

J. DEBTS

.01 Payment of Debts Owed the Federal Government

a. The non-Federal entity must promptly pay any debts determined to be owed the Federal Government. Council debt collection procedures are set out in 2 C.F.R. part 200, Subpart D. In accordance with 2 C.F.R. § 200.345, delinquent debt includes any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award, constituting a debt to the Federal government (this includes a post-delinquency payment agreement) unless other satisfactory payment arrangements have been made. In accordance with 2 C.F.R. § 200.345, failure to pay a debt by the due date, or if there is no due date, within 90 calendar days after demand, shall result in the assessment of interest, penalties and administrative costs in accordance with the provisions of 31 U.S.C. § 3717 and 31 C.F.R. parts 900 through 999. The Council will transfer any debt that is more than 180 days delinquent to the Bureau of the Fiscal Service for debt collection services, a process known as "cross-servicing," pursuant to 31 U.S.C. § 3711(g), 31 C.F.R. § 285.12 and any Council regulations and policies promulgated pursuant to its authority, and may result in the Council taking further action as specified in Section B.06 "Non-Compliance With Award Provisions" Above. Funds for payment of a debt shall 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).

b. If a non-Federal entity fails to repay a debt within 90 calendar days after the demand, the Council may reduce the debt by: (1) Making an administrative offset against other requests for reimbursements; (2) Withholding advance payments otherwise due to the non-Federal entity; or (3) Other action permitted by Federal statute. *See* 2 C.F.R. § 200.345(a).

.02 Late Payment Charges

a. Interest shall be assessed on the delinquent debt in accordance with section 3717(a) of the Debt Collection Act of 1982, as amended (31 U.S.C. § 3701 *et seq.)*. The minimum annual interest rate to be assessed is the Department of the Treasury's Current Value of Funds Rate (CVFR).[11] The CVFR is published by the Department of the Treasury in the *Federal Register*[12] and in the *Treasury Financial Manual Bulletin*.[13] The assessed rate shall remain fixed for the duration of the indebtedness.

b. Penalties shall accrue at a rate of not more than six percent (6%) per year or such higher rate as authorized by law.

c. Administrative charges, that is, the costs of processing and handling a delinquent debt, are determined by the Council.

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[11] Department of the Treasury's Current Value of Funds Rate (CVFR) webpage - https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm, verified 8/18/2015.
[12] Federal Register website - http://www.gpo.gov/fdsys/browse/collection.action?collectionCode=FR and http://www.federalregister.gov/, verified 8/18/2015.
[13] Treasury Financial Manual Bulletin website - http://tfm.fiscal.treasury.gov/v1/bull.html, verified 8/18/2015.

.03 Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived by the Council 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.

K. GOVERNMENTWIDE DEBARMENT AND SUSPENSION

The non-Federal entity shall comply with the provisions of 2 C.F.R. Part 180, "OMB Guidelines To Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

L. LOBBYING RESTRICTIONS

.01 Statutory Provisions

The non-Federal entity shall comply with 2 C.F.R. § 200.450 ("Lobbying"), which incorporates the provisions of 31 U.S.C. § 1352, the "New Restrictions on Lobbying" published at 55 FR 6736 (February 26, 1990), and OMB guidance and notices on lobbying restrictions. In addition, non-Federal entities must comply with any Council regulations and policies promulgated pursuant to its authority. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal Government in connection with the award, and require the disclosure of the use of non-Federal funds for lobbying. Executive lobbying costs, i.e., costs incurred in attempting to improperly influence[14] either directly or indirectly an employee or officer of the executive branch of the Federal government to give consideration or to act regarding a Federal award or a regulatory matter, are unallowable costs. *See* 2 C.F.R. § 200.450(b) and (c).

.02 Disclosure of Lobbying Activities

The non-Federal entity receiving in excess of $100,000 in Federal funding shall submit a completed Form SF-LLL or any successor form, "Disclosure of Lobbying Activities," regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 30 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. The non-Federal entity must submit any required Forms SF-LLL, including those received from subrecipients, contractors, and subcontractors, to the Grants Officer. *See* 31 U.S.C. § 1352.

[14] To improperly influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter.

M. REMEDIES FOR NONCOMPLIANCE

a. If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Council or pass-through entity may impose additional conditions, as described in 2 C.F.R. § 200.207 "Specific conditions" (e.g., requiring additional reporting or more frequent submission of the Financial or Performance (Technical) Reports; requiring additional activity, project, or program monitoring; requiring the recipient or one or more of its subrecipients to obtain technical or management assistance; or establishing additional actions that require prior approval). If the Council or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, pursuant to 2 C.F.R. § 200.338, the Council or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Council or pass-through entity.

2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

3. Wholly or partly suspend or terminate the Federal award.

4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180 and Council regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by the Council).

5. Withhold further Federal awards for the project or program.

6. Take other remedies that may be legally available.

The Council will notify the recipient in writing of the Council's proposed determination that an instance of non-compliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that the Council proposes to pursue. The recipient will then have 30 calendar days to respond and provide information and documentation contesting the Council's proposed determination or suggesting an alternative remedy. The Council will consider information provided by the recipient and issue a final determination in writing, which will state the Council's final findings regarding noncompliance and the remedy to be imposed.

b. RESTORE Act-Specific Remedy for Non-compliance

1. If the Council determines that the recipient has expended funds to cover the cost of any ineligible activities, in addition to the remedies available in this section, the Council, in coordination with the U.S. Department of Treasury ("Treasury"), will make no additional payments to the recipient from the RESTORE Trust Fund, including no payments from the RESTORE Trust Fund for activities, projects, or programs under any other RESTORE Act Component until the recipient has either (a) deposited an amount equal to the amount expended for the ineligible activities in the RESTORE Trust Fund, or (b) the Council, in coordination with 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. *See* 33 U.S.C. § 1321(t)(1)(G) and (H), and *see* 31 C.F.R. § 34.804 "Noncompliance."

2. If the Council determines that the recipient has materially violated the terms of the award, the Council, in coordination with Treasury, will make no additional funds available to the recipient from any part of the RESTORE Trust Fund until the recipient corrects the violation.

c. In extraordinary circumstances, the Council 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 the Council's determination or suggest an alternative remedy in writing to the Council, and the Council will issue a final determination.

d. Instead of, or in addition to, the remedies listed above, the Council may refer the noncompliance to the Treasury OIG for investigation or audit, pursuant to 31 C.F.R. § 34.805 "Treasury Inspector General." The Council will refer all allegations of fraud, waste, or abuse to the Treasury OIG.

e. Termination. In accordance with 2 C.F.R. § 200.339, when a Federal award is terminated or partially terminated, both the Council or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.343 "Closeout" and 200.344 "Post-closeout adjustments and continuing responsibilities."

1. The Federal award may be terminated in whole or in part as follows:

   i. By the Council or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
   ii. By the Council or pass-through entity for cause;
   iii. By the Council or pass-through entity with the consent of the non-Federal entity, in which case the two parties will agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
   iv. By the non-Federal entity upon sending to the Council or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Council or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Council or pass-through entity may terminate the Federal award in its entirety.

2. The Council or pass-through entity is required to provide a notice of termination to the non-federal entity, pursuant to 2 C.F.R. § 200.340:

   i. If the Federal award is terminated for the non-Federal entity's failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that the termination decision may be considered in evaluating future applications received from the non-Federal entity.
   ii. Upon termination of a Federal award, the Council will provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant governmentwide 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 77. See also 2 C.F.R. part 180 for the requirements for Suspension and Debarment.

N. CODES OF CONDUCT AND SUBAWARD, CONTRACT, AND SUBCONTRACT PROVISIONS

.01 Code of Conduct for Recipients

a. The non-Federal entity must immediately report any indication of fraud, waste, abuse or potential criminal activity pertaining to grant funds to the Council, Treasury and the Treasury Inspector General in accordance with the requirements in 31 C.F.R. § 34.803(a).

b. Pursuant to the certification in Form SF-424B, paragraph 3, or equivalent, the non-Federal entity must maintain written standards of conduct to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain in the administration of this award.

c. Non-Federal entities must comply with the requirements of 2 C.F.R. § 200.318 "General procurement standards," including maintaining written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to or planning to employ any of the foregoing parties, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the non-Federal entity must neither solicit nor accept any gratuities, favors or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set written standards of conduct for circumstances in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. Such standards must provide for disciplinary actions to be taken for violations of the standards of conduct by officers, employees or agents of the non-Federal entity.

.02 Applicability of Award Provisions to Subrecipients

a. The non-Federal entity shall require all subrecipients, including lower tier subrecipients, under the award to comply with the provisions of the award, including applicable cost principles, administrative provisions, audit requirements, and all associated terms and conditions. *See* 2 C.F.R. part 200, Subpart D, "Subrecipient Monitoring and Management" *and see* 2 C.F.R. § 200.101(b)(1). Additionally, the non-Federal entity must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200, including evaluating and documenting a subrecipient's risk of noncompliance; providing training and technical assistance necessary to complete the subaward activities; monitoring the performance of the subrecipient; and taking any necessary enforcement actions against a noncompliant subrecipient. *See* 2 C.F.R. § 200.331 "Requirements for pass through entities."

b. Prior to dispersing funds to a subrecipient, the recipient must execute a legally-binding written agreement with the entity receiving the subaward in accordance with the requirements in 31 C.F.R. § 34.803(c). The written agreement shall extend all applicable program requirements to the subrecipient. The written agreement must include a requirement that the contractor or subrecipient retain all records in compliance with 2 C.F.R. § 200.333.

c. A non-Federal entity is responsible for subrecipient monitoring, including the following:

1. Federal Award Identification. The non-Federal entity must ensure that each subaward includes the following information and applicable compliance requirements at the time of the subaward. If any of these data elements change, the pass through entity must include the changes in a subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

    i. Subrecipient name (which must match the registered name in DUNS);
    ii. Subrecipient's DUNS number (*see* 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number");
    iii. Federal Award Identification Number (FAIN);
    iv. Federal Award Date (*see* 2 C.F.R. § 200.39 "Federal award date");
    v. Subaward Period of Performance Start and End Date;
    vi. Amount of Federal Funds Obligated by this action;
    vii. Total Amount of Federal Funds Obligated to the subrecipient;
    viii. Total Amount of the Federal Award;
    ix. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
    x. Name of Federal awarding agency, pass-through entity and contact information for awarding official;
    xi. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
    xii. Identification of whether the award is for research and development (R&D); and
    xiii. Indirect cost rate for the Federal award (including whether the *de minimis* rate is charged per 2 C.F.R. § 200.414 "Indirect (F&A) costs").

2. Award Monitoring. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure that compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. *See* 2 C.F.R. §§ 200.328 "Monitoring and reporting program performance," and 200.331 "Requirements for pass-through entities." The non-Federal entity shall monitor activities of the subrecipient through reporting, site visits, regular contact, or other means, as necessary to ensure that the subaward is used solely for authorized purposes, in compliance with Federal statutes, regulations and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

    i. Reviewing financial and programmatic reports required by the pass-through entity.
    ii. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
    iii. Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 C.F.R. § 200.521 "Management decision."

3. Subrecipient Audits. The non-Federal entity is responsible for ensuring that subrecipients expending $750,000 or more in Federal awards during the subrecipient's fiscal year have met the audit requirements of 2 C.F.R. part 200, Subpart F, "Audit Requirements," and that the required audits are completed within nine (9) months after the end of the subrecipient's audit period. In addition, the non-Federal entity is required to issue a management decision on audit findings within six (6) months after receipt of the subrecipient's audit report, and to ensure that the

subrecipient takes timely and appropriate corrective action on all audit findings. Pursuant to 2 C.F.R. § 200.505, in cases of continued inability or unwillingness to have an audit conducted in accordance with this part, Federal agencies and pass-through entities must take appropriate action as provided in 2 C.F.R. § 200.338 "Remedies for noncompliance."

.03 Competition and Codes of Conduct for Subawards

a. Unless otherwise approved in writing in advance by the Grants Officer, all subawards will be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with the requirements of 2 C.F.R. §§ 200.317 through 200.326 "Procurement Standards." The non-Federal entity must be alert to organizational conflicts of interest as well as other practices among subrecipients that may restrict or eliminate competition. In order to ensure objective subrecipient performance and eliminate unfair competitive advantage, subrecipients that develop or draft work requirements, statements of work, or requests for proposals shall be excluded from competing for such subawards.

b. The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to or planning to employ any of the foregoing parties, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards of conduct for circumstances in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. Such standards must provide for disciplinary actions to be taken for violations of the standards of conduct by officers, employees or agents of the non-Federal entity.

c. If the non-Federal entity has a parent, affiliate or subsidiary organization that is not a State, local government or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest, wherein relationships with a parent company, affiliate or subsidiary organization cause the non-Federal entity to be or appear to be unable to be impartial in conducting a procurement action involving such related organization.

d. 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. An appearance of impairment of objectivity may result from an organizational conflict where, because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice. It may also result from non-financial gain to the individual, such as benefit to reputation or prestige in a professional field.

.04 Applicability of Provisions to Subawards, Contracts, and Subcontracts

a. The non-Federal entity shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under $25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than $100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

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.

b. Pursuant to 2 C.F.R. Appendix II to part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," and 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:

   1. Contracts for more than the Simplified Acquisition Threshold ($150,000 as of 12-26-2013), 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.

   2. 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.

   3. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 C.F.R. part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with EO 11246, "Equal Employment Opportunity" (30 F.R. 12319, 12935, 3 C.F.R. part, 1964-1965 Comp., p. 339), as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

   4. Davis-Bacon Act. 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. 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 Council. 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, "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 Council.

5. 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. part 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.

6. 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 non-Federal entity 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 non-Federal entity or subrecipient must comply with the requirements of 37 C.F.R. 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.

7. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

8. 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 governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM[15] 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.

9. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractors that apply or bid for an award of $100,000 or more must file the required certification, a "Disclosure of Lobbying Activities" (Form SF-LLL or successor form). 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

[15] System for Award Management (SAM) website - https://www.sam.gov, verified 8/18/2015.

contract, grant or any other award covered by 31 U.S.C. § 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 Federal award recipient. The Form SF-LLL must be submitted within 15 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. The non-Federal entity must submit all disclosure forms received, including those that report lobbying activity on its own behalf, to the Grants Officer within 30 days following the end of the calendar quarter.

10. Procurement of recovered materials (section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act). A state agency or agency of a political subdivision of a State and its contractors must comply with requirements of Section 6002 including 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.

11. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712) includes a pilot program of whistleblower protection. It applies to all Council awards, subawards, or contracts under awards issued beginning July 1, 2013 through January 1, 2017. Non-Federal entities and contractors under Federal awards and subawards shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce. *See* section G.02 (c) of this document.

c. The recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to the Council, the Treasury OIG, and the GAO 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.

d. The recipient and any subrecipients, contractors, or subcontractors must comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), as applicable, which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

e. When contracting, the non-Federal entity must take all necessary affirmative steps, as prescribed in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

.05 Subaward and/or Contract to a Federal Agency

a. The non-Federal entity, subrecipient, contractor, and/or subcontractor shall not sub-grant or sub-contract any part of the approved project to any agency or employee of the Council and/or other

Federal department, agency, or instrumentality without the prior written approval of the Grants Officer.

b. Requests for approval of such action must be submitted in writing to the Grants Officer. The Grants Officer will notify the non-Federal entity in writing of the final determination.

O. AMENDMENTS AND CLOSEOUT

a. Amendments to an award must be requested in writing and require the written approval of the Grants Officer. The recipient must provide an explanation for the reason an amendment is requested. The Council reserves the right to amend the terms of the award when required by law or regulation.

b. The non-Federal entity must comply with the closeout requirements as stipulated in 2 C.F.R. § 200.343. Closeout of the award does not affect any of the post-closeout adjustments and continuing responsibilities under 2 C.F.R. § 200.344.

P. ENVIRONMENTAL COMPLIANCE

Environmental impacts must be considered by Federal decision-makers in deciding whether or not to approve: (1) a proposal for Federal assistance; (2) such proposal with mitigation; or (3) a different proposal having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts that projects funded with Federal assistance may have on the environment. Non-Federal entities must comply with all applicable environmental laws, regulations and policies. Additionally, recipients may be required to assist the Council in complying with laws, regulations and policies applicable to Council actions. Laws, regulations, and policies potentially applicable to Council actions and/or recipients may include but are not limited to the statutes and EOs listed below. The Council does not make independent determinations of compliance with laws such as the Clean Water Act. Rather, the Council may require a recipient to provide information to the Council to demonstrate that the recipient has complied with or will comply with all such requirements. In some cases, if additional information is required after an application is selected, funds may be withheld by the Grants Officer under a special award condition requiring the recipient to submit additional information sufficient to enable the Council to make an assessment regarding compliance with applicable environmental laws, regulations and policies.

If a recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations and EOs 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.

.01 The National Environmental Policy Act (42 U.S.C. § 4321 *et seq.*)

Council approval of financial assistance awards may be subject to the environmental review requirements of the National Environmental Policy Act (NEPA). In such cases, recipients of financial assistance awards may be required to assist the Council in complying with NEPA. For example, applicants may be required to assist the Council by providing information on a proposal's potential environmental impacts, or drafting or supplementing an environmental assessment or environmental impact statement if the Council determines such documentation is required. Independent of the Council's responsibility to comply with

NEPA, where appropriate, projects or programs funded by the Council may trigger Federal agency NEPA compliance duties involving a separate Federal action, such as the issuance of a Federal permit.

.02 The Endangered Species Act (16 U.S.C. § 1531 *et seq.*)

Council approval of financial assistance for project implementation is subject to compliance with section 7 of the Endangered Species Act (ESA). Recipients must identify any impact or activities that may involve a Federally-listed threatened or endangered species, or their designated critical habitat. Section 7 of the ESA requires every Federal agency to ensure that any action it authorizes, funds or carries out, in the United States or upon the high seas, is not likely to jeopardize the continued existence of any listed species or result in the destruction or adverse modification of designated critical habitat. Federal agencies have the responsibility for ensuring that a protected species or habitat does not incur adverse effects from actions taken under Federal assistance awards, and for conducting the required consultations with the National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service under the Endangered Species Act, as applicable.

.03 Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 *et seq.*)

Recipients of financial assistance awards must identify to the Council any effects the award may have on essential fish habitat (EFH). Federal agencies which fund, permit, or carry out activities that may adversely impact EFH are required to consult with NMFS regarding the potential effects of their actions, and respond in writing to NMFS recommendations. These recommendations may include measures to avoid, minimize, mitigate, or otherwise offset adverse effects on EFH. In addition, NMFS is required to comment on any state agency activities that would impact EFH. Provided the specifications outlined in the regulations are met, EFH consultations will be incorporated into interagency procedures previously established under NEPA, the Endangered Species Act, Clean Water Act, Fish and Wildlife Coordination Act, or other applicable statutes.

.04 Clean Water Act Section 404 (33 U.S.C. § 1344 *et seq.*)

Clean Water Act (CWA) Section 404 regulates the discharge of dredged or fill material into waters of the United States, including wetlands. Activities in waters of the United States regulated under this program include fill for development, water resource projects (such as levees and some coastal restoration activities), and infrastructure development (such as highways and airports). CWA Section 404 requires a permit from the U.S. Army Corps of Engineers before dredged or fill material may be discharged into waters of the United States, unless the activity is exempt from Section 404 regulation (e.g., certain farming and forestry activities).

.05 The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 *et seq.*), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds

A number of prohibitions and limitations apply to projects that adversely impact migratory birds and bald and golden eagles. Executive Order 13186 directs Federal agencies to enter a Memorandum of Understanding with the U.S. Fish and Wildlife Service to promote conservation of migratory bird populations when a Federal action will have a measurable negative impact on migratory birds.

.06 National Historic Preservation Act (16 U.S.C. § 470 *et seq.*)

Council approval of financial assistance awards may be subject to Section 106 of the National Historic Preservation Act (NHPA). In such cases, recipients of financial assistance awards may be requested to assist the Council in identifying any adverse effects the award may have on properties included on or eligible for inclusion on the National Register of Historic Places. Pursuant to 36 C.F.R. § 800.2(c)(4), applicants and recipients may also be requested to assist the Council in initiating consultation with State or Tribal Historic Preservation Officers, Indian tribes, Native Hawaiian Organizations or other applicable interested parties as necessary to the Council's responsibilities to identify historic properties, assess adverse effects to them, and determine ways to avoid, minimize or mitigate adverse effects on historic properties.

Pursuant to guidelines issued by the National Park Service under the Abandoned Shipwreck Act (43 U.S.C. §§ 2101-2106), state and Federal agencies whose activities may disturb, alter, damage, or destroy State-owned shipwrecks must take into account the effect of the proposed activity on any state-owned shipwreck and afford the state agencies assigned management responsibility for state-owned shipwrecks a reasonable opportunity to comment on the proposed activity.

.07 Clean Air Act (42 U.S.C. § 7401 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")

Recipients must comply with the provisions of the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), Clean Water Act (33 U.S.C. §§ 1251 *et seq.*), and Executive Order 11738. Recipients shall not use a facility that the Environmental Protection Agency (EPA) has placed on EPA's List of Violating Facilities (this list is incorporated into the Excluded Parties List System which is part of SAM) in performing any award that is nonexempt under subpart J of 2 C.F.R. part 1532.

.08 The Flood Disaster Protection Act (42 U.S.C. § 4002 *et seq.*)

Flood insurance, when available, is required for Federally-assisted construction or acquisition in areas having special flood hazards and flood-prone areas. When required, recipients will ensure that flood insurance is secured for their project(s).

.09 Executive Order 11988 ("Floodplain Management"), Executive Order 13690 ("Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input"), and Executive Order 11990 ("Protection of Wetlands")

Recipients must identify proposed actions located in a floodplain and/or wetlands to enable the Council to determine whether there is an alternative to minimize any potential harm. Floodplains are identified through a climate-informed science approach, adding 2-3 feet of elevation to the 100-year floodplain, or using the 500-year floodplain.

.10 Executive Order 13112 ("Invasive Species")

Federal agencies must identify actions that may affect the status of invasive species and use relevant programs and authorities to: (i) prevent the introduction of invasive species; (ii) detect and respond rapidly to and control populations of such species in a cost-effective and environmentally sound manner; (iii) monitor invasive species populations accurately and reliably; (iv) provide for restoration of native species and habitat conditions in ecosystems that have been invaded; (v) conduct research on invasive species and develop technologies to prevent introduction and provide for environmentally sound control of invasive species; and (vi) promote public education on invasive species and the means to address them. In addition, an agency may not authorize, fund, or carry out actions that it believes are likely to cause or promote the introduction or spread of invasive species in the United States or elsewhere.

.11 The Coastal Zone Management Act (16 U.S.C. § 1451 *et seq.*)

Federally funded projects must be consistent with a coastal state's approved management program for the coastal zone.

.12 The Coastal Barriers Resources Act (16 U.S.C. § 3501 *et seq.*)

Only in certain circumstances may Federal funding be provided for actions within a Coastal Barrier System. The Coastal Barriers Resources Act generally prohibits new Federal expenditures, including Federal grants, within specific units of the Coastal Barrier Resources System (CBRS). Although the Act restricts Federal expenditures for coastal barrier development, Section 6(a)(6)(A) contains an exemption for projects relating to the study, management, protection, or enhancement of fish and wildlife resources and habitats, including recreational projects. Section 6(a)(6)(G) also exempts nonstructural projects for shoreline stabilization that are designed to mimic, enhance or restore natural stabilization systems. However, care must be taken when interpreting any exemptions described, as they are limited to projects that are consistent with the purpose of this Act as interpreted by the lead agency, Department of Interior. Applicants should work with the U.S. Fish and Wildlife Service, which reviews proposals to determine whether a project falls within a protected unit and if so, whether an exception applies. Maps of the CBRS are available through the interactive U.S. Fish and Wildlife Service Coastal Barrier Resources System Mapper.[16]

.13 The Wild and Scenic Rivers Act (16 U.S.C. § 1271 *et seq.*)

This Act applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system. Funded projects in the National Wild and Scenic Rivers system must be consistent with Wild and Scenic Rivers Act requirements.

.14 The Safe Drinking Water Act (42 U.S.C. § 300 *et seq.*)

The Sole Source Aquifer program under this statute precludes Federal financial assistance for any project that the EPA determines may contaminate a designated sole source aquifer through a recharge zone so as to create a significant hazard to public health.

[16] U.S. Fish and Wildlife Service Interactive Coastal Barrier Resources System Mapper - http://www.fws.gov/cbra/Maps/Mapper.html, verified 8/18/2015.

.15 The Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*)

This act regulates the generation, transportation, treatment, and disposal of hazardous wastes, and also provides that recipients of Federal funds that are state agencies or political subdivisions of states give preference in their procurement programs to the purchase of recycled products pursuant to EPA guidelines.

.16 The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 *et seq.*)

The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.), as amended by the Community Environmental Response Facilitation Act, provides the President with broad, discretionary response authorities to address actual and threatened releases of hazardous substances, as well as pollutants and contaminants where there is an imminent and substantial danger to public health and the environment. Section 103 of this Act contains specific reporting requirements and responsibilities and section 117 of the Act contains specific provisions designed to ensure meaningful public participation in the response process.

.17 Executive Order 12898 ("Environmental Justice in Minority Populations and Low Income Populations")

This Order identifies and addresses adverse human health or environmental effects of programs, policies and activities on low income and minority populations. Consistent with EO 12898, recipients may be requested to help identify and address, as appropriate, disproportionate impacts to low income and minority populations which could result from their project.

.18 Rivers and Harbors Act (33 U.S.C. 407)

A permit may be required from the U.S. Army Corps of Engineers if the proposed activity involves any work in, over or under navigable waters of the United States. Recipients must identify any work (including structures) that will occur in, over or under navigable waters of the United States and obtain the appropriate permit, if applicable.

.19 Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. 1431 et seq.), and Executive Order 13089 ("Coral Reef Protection")

The Marine Protection, Research and Sanctuaries Act prohibits dumping of material into ocean waters beyond the territorial limit without a permit. Recipients must identify any potential ocean dumping of materials, obtain the appropriate permit, if applicable, and notify the Council. Under the National Marine Sanctuaries Act, Federal agencies are required to protect National Marine Sanctuary resources. Recipients must identify actions that are in or may affect a National Marine Sanctuary and notify the Council. EO 13089 requires that any actions authorized or funded by Federal agencies not degrade the condition of coral reef ecosystems. Recipients must identify any action that might affect a coral reef ecosystem and notify the Council.

.20 Executive Order 13653 ("Preparing the United States for the Impacts of Climate Change")

This EO requires Federal agencies to identify and support smarter, more climate-resilient investments by States, local communities and tribes, including by providing incentives through agency guidance and grants. Recipients must identify and describe any project elements that promote climate resilience.

.21 Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

This act requires agency programs, to the extent possible, be compatible with state, local and private programs and policies to protect farmland from irreversible conversion to nonagricultural uses. Recipients must identity any irreversible conversion of farmland to nonagricultural uses as a result of their project.

.22 Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

During the planning of water resource development projects, agencies are required to give fish and wildlife resources equal consideration with other values. Additionally, the Fish and Wildlife Service and fish and wildlife agencies of States must be consulted whenever waters of any stream or other body of water are "proposed or authorized, permitted or licensed to be impounded, diverted... or otherwise controlled or modified" by any agency under a Federal permit or license.

Q. MISCELLANEOUS REQUIREMENTS

.01 Criminal and Prohibited Activities

a. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 *et seq.*), 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. The False Claims Amendments Act and the False Statements Act (18 U.S.C. §§ 287 and 1001, respectively), provide that whoever makes or presents any false, fictitious or fraudulent statement, representation or claim against 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 by 18 U.S.C. § 287.

c. The Civil False Claims Act (31 U.S.C. § 3729 *et seq.*), provides that suits can be brought by the government, or a person on behalf of the government, for false claims made under Federal assistance programs.

d. The Copeland "Anti-Kickback" Act (18 U.S.C. § 874), 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.

.02 Political Activities

The non-Federal entity must comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

.03 Drug-Free Workplace

The non-Federal entity shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Pub. L. No. 100-690, Title V, Sec. 5153, as amended by Pub. L. No. 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102) and any Council regulations and policies promulgated pursuant to its authority, which require that the non-Federal entity take steps to provide a drug-free workplace.

.04 Foreign Travel

a. The non-Federal entity may not use funds from this award for travel outside of the United States unless the Grants Officer provides prior written approval. The non-Federal entity shall comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131 through 301-10.143.

b. 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.

c. 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 Federally-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.[17] 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.[18]

d. If a foreign air carrier is anticipated to be used for any portion of travel under a Council financial assistance award the non-Federal entity must obtain prior written approval from the Grants Officer. When requesting such approval, the non-Federal entity must provide a justification in accordance with guidance provided by 41 C.F.R. § 301-10.142, which requires the non-Federal entity to provide the Grants Officer 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 non-Federal entity meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the non-Federal entity must provide the Grants Officer with a copy of the agreement or a citation to the official agreement available on the GSA website. The Grants Officer shall make the final determination and notify the non-Federal entity in writing. Failure to adhere to the provisions of the Fly America Act will result in the non-Federal entity not being reimbursed for any transportation costs for which the non-Federal entity improperly used a foreign air carrier.

[17] GSA Fly America Act website - http://www.gsa.gov/portal/content/103191, verified 8/18/2015.
[18] Department of State Open Skies Agreements website - http://www.state.gov/e/eb/tra/ata/index.htm, verified 8/18/2015.

.05 Increasing Seat Belt Use in the United States

Pursuant to EO 13043, recipients should encourage employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

.06 Research Involving Human Subjects

a. All proposed research involving human subjects must be conducted in accordance with 15 C.F.R. part 27 "Protection of Human Subjects." No research involving human subjects is permitted under this award unless expressly authorized by special award condition, or otherwise in writing by the Grants Officer.

b. 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.

c. Department of Commerce regulations at 15 C.F.R. part 27, applying to all Federal departments and agencies, require that recipients 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 non-Federal entity shall submit appropriate documentation to the Federal Program Officer for approval by the appropriate Council officials. This documentation may include:

    1. 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 (*see also* 15 C.F.R. § 27.103);

    2. Documentation to support an exemption for the project under 15 C.F.R. § 27.101(b);

    3. Documentation to support deferral for an exemption or IRB review under 15 C.F.R. § 27.118;

    4. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.

d. No work involving human subjects may be undertaken or conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by the Grants Officer. Notwithstanding this prohibition, work may be initiated or costs incurred and/or charged to the project for protocol or instrument development related to human subjects research.

.07 Federal Employee Expenses

Federal agencies are generally barred from accepting funds from a non-Federal entity to pay transportation, travel or other expenses for any Federal employee. Use of award funds (Federal or non-Federal) or the non-Federal entity's provision of in-kind goods or services, for the purposes of transportation, travel or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, Council policy prohibits the acceptance of gifts, including travel payments for Federal employees, from recipients or applicants, regardless of the source.

.08 Minority Serving Institutions Initiative

Pursuant to EOs 13555 ("White House Initiative on Educational Excellence for Hispanics"), 13270 ("Tribal Colleges and Universities"), and 13532 ("Promoting Excellence, Innovation, and Sustainability at Historically Black Colleges and Universities"), the Council is strongly committed to broadening the participation of minority serving institutions (MSIs) in its financial assistance programs. The Council'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. The Council encourages all recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website.

.09 Research Misconduct

The Council adopts, and applies to financial assistance awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260). 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. Non-Federal entities that conduct extramural research funded by the Council must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Non-Federal entities 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. Federal 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/or suspension or debarment. The Council requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to the Grants Officer, who will also notify the Treasury OIG of such allegation. Once the non-Federal entity has investigated the allegation, it shall submit its findings to the Grants Officer. The Council may accept the non-Federal entity's findings or proceed with its own investigation. The Grants Officer will inform the non-Federal entity of the Council's final determination.

.10 Publications, Videos, Signage and Acknowledgment of Sponsorship

a. Publication of results or findings in appropriate professional journals and production of video or other media is encouraged as an important method of recording, reporting and otherwise disseminating information and expanding public access to Federally-funded projects (*e.g.*, scientific research).

b. Recipients are required to submit a copy of any publication materials, including but not limited to print, recorded or Internet materials, to the Council.

c. When releasing information related to a funded project, recipients must include a statement that the project or effort undertaken was or is sponsored by the Council.

d. Any signage produced with funds from the award or informing the public about the activities funded in whole or in part by the award, must first be approved in writing by the Grants Officer.

e. Recipients are responsible for assuring that every publication of material based on, developed under, or otherwise produced under a Council financial assistance award, except scientific articles or papers

appearing in scientific, technical or professional journals, contains the following disclaimer or other disclaimer approved in writing by the Grants Officer:

This [report/video/etc.] was prepared by [non-Federal entity name] using Federal funds under award [number] from the RESTORE Council. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council.

.11 Care and Use of Live Vertebrate Animals

Recipients must comply with the Laboratory Animal Welfare Act of 1966, as amended, (Pub. L. No. 89-544, 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 (16 U.S.C. § 1531 *et seq.*); Marine Mammal Protection Act (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 (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. No research involving vertebrate animals is permitted under any Council financial assistance award without the prior written approval of the Grants Officer.

.12 Homeland Security Presidential Directive 12

If the performance of a grant award requires non-Federal entity personnel to have routine access to Federally-controlled facilities and/or Federally-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, the Council 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 that 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 a financial assistance award shall comply with the Council 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, and OMB Memorandum M-05-24. The non-Federal entity shall ensure that its subrecipients and contractors (at all tiers) performing work under this award comply with the requirements contained in this term. The Grants Officer may delay final payment under an award if the subrecipient or contractor fails to comply with the requirements provided below. The non-Federal entity shall insert the following term in all subawards and contracts when the subaward non-Federal entity or contractor is required to have routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system:

a. *The subrecipient or contractor shall comply with the Council 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) Number 201, 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 shall 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 shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Council: (1) When*

no longer needed for subaward or contract performance; (2) Upon completion of the subrecipient or contractor employee's employment; or (3) Upon subaward or contract completion or termination.

.13 Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations

a. This clause applies to the extent that this financial assistance award involves access to export-controlled items.

b. In performing this financial assistance award, the non-Federal entity may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR). The non-Federal entity is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and reexports provisions. The non-Federal entity shall establish and maintain effective export compliance procedures at Council and non-Council facilities throughout performance of the financial assistance 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

1. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730-774), implemented by the Department of Commerce's Bureau of Industry and Security. These are generally known as "dual-use" items, items with both a military and commercial application.

2. Deemed Export/Reexport. 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 U.S. If such a release occurs abroad, it is considered a deemed reexport to the foreign national's home country. Licenses may be required for deemed exports or reexports.

d. The non-Federal entity shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this financial assistance award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable Federal laws, EOs, and/or regulations, including the EAR.

e. As applicable, non-Federal entity personnel and associates at Council sites shall be informed of any procedures to identify and protect export-controlled items.

f. To the extent the non-Federal entity wishes to provide foreign nationals with access to export-controlled items, the non-Federal entity shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed reexports.

g. Nothing in the terms of this financial assistance award is intended to change, supersede, or waive the requirements of applicable Federal laws, EOs or regulations.

h. Compliance with the foregoing will not satisfy any legal obligations the non-Federal entity 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.

i. The non-Federal entity shall include this Subsection .13, including this Subparagraph i, in all lower tier transactions (subawards, contracts, and subcontracts) under this financial assistance award that may involve access to export-controlled items.

.14 The Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)), as amended, 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, without penalty to the Federal Government, if the non-Federal entity engages in certain activities related to trafficking in persons. The Council incorporates the following award term required by 2 C.F.R. § 175.15(b).[19]

Award Term from 2 C.F.R. § 175.15(b):

I. Trafficking in persons.
- a. Provisions applicable to a non-Federal entity that is a private entity.
  1. You as the non-Federal entity, 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 the award is in effect;
     ii. Procure a commercial sex act during the period of time that the award is in effect; or
     iii. Use forced labor in the performance of the award or subawards under the 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 award term; or
     ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term 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 2 C.F.R. Part 1326, "Nonprocurement Debarment and Suspension."
- b. Provision applicable to a non-Federal entity 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 award term; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
     i. Associated with performance under this award; or

[19] *See* 2 C.F.R. § 175.15(b) - http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf, verified 8/18/2015.

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 2 C.F.R. Part 1326, "Nonprocurement Debarment and Suspension."

c. Provisions applicable to any non-Federal entity.
   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 award term.
   2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
      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 award term 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. 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); and (B) A for-profit organization.
   4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

.15 The Federal Funding Accountability and Transparency Act of 2006 ("Transparency Act" or FFATA)—Public Law 109-282, as amended by section 6202(a) of Public Law 110-252 (31 U.S.C. 6101)

a. Searchable Website Requirements. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website. This information is available at the USA Spending website.[20] Recipients and subrecipients must include the following required data elements in their application:

[20] USASpending.gov website - www.USASpending.gov, verified 8/18/2015.

- Name of entity receiving award;
- Award amount;
- Transaction type, funding agency, Catalog of Federal Domestic Assistance Number, and descriptive award title;
- Location of entity, primary location of performance (City/State/Congressional District/Country); and
- Unique identifier of entity.

b. Reporting Subawards and Executive Compensation. Prime grant recipients awarded a new Federal grant greater than or equal to $25,000 on or after October 1, 2010, other than those funded by the Recovery Act, are subject to FFATA subaward reporting requirements as outlined in the OMB guidance issued August 27, 2010. The prime non-Federal entity is required to file a FFATA subaward report by the end of the month following the month in which the prime non-Federal entity awards any sub-grant greater than or equal to $25,000. *See* Pub. L. No. 109-282, as amended by section 6202(a) of Pub. L. No. 110-252 (*see* 31 U.S.C. 6101 note). The reporting requirements are located in Appendix A of 2 C.F.R. Part 170.[21]

Award Term from Appendix A of 2 C.F.R. Part 170:

I. Reporting Subawards and Executive Compensation.
   a. Reporting of first-tier subawards.
      1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a subaward to an entity (*see* definitions in paragraph e. of this award term).
      2. Where and when to report.
         i. You must report each obligating action described in paragraph a.1 of this award term to the FFATA Subaward Reporting System (FSRS).[22]
         ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
      3. What to report. You must report the information about each obligating action that the submission instructions posted at the FSRS website specify.
   b. Reporting Total Compensation of Non-Federal Entity Executives.
      1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
         i. the total Federal funding authorized to date under this award is $25,000 or more;
         ii. in the preceding fiscal year, you received—
            (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
            (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

[21] 2 C.F.R. § 170.320 on GPO website - http://www.gpo.gov/fdsys/pkg/CFR-2011-title2-vol1/pdf/CFR-2011-title2-vol1-part170-appA.pdf, verified 8/18/2015.
[22] Federal Funding Accountability and Transparency Act Subaward Reporting System - http://www.fsrs.gov, verified 8/18/2015.

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, *see* the U.S. Security and Exchange Commission total compensation filings.[23])

2. Where and when to report. You must report executive total compensation described in paragraph b.1 of this award term:
   i. As part of your registration profile in the System for Award Management (SAM),[24] and
   ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.
   1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
      i. In the subrecipient's preceding fiscal year, the subrecipient received—
         (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
         (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
      ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (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.)
   2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
      i. To the non-Federal entity.
      ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions. If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report: i. Subawards, and ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:
   1. Entity means all of the following, as defined in 2 C.F.R. part 25:
      i. A Governmental organization, which is a State, local government, or Indian tribe;
      ii. A foreign public entity;
      iii. A domestic or foreign nonprofit organization;
      iv. A domestic or foreign for-profit organization;

[23] U.S. Security and Exchange Commission Executive Compensation "Fast Facts" - http://www.sec.gov/answers/execomp.htm, verified on 8/18/2015.
[24] System for Award Management (SAM) - https://www.sam.gov, verified on 8/18/2015.

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
   i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-Federal entity award to an eligible subrecipient.
   ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* 2 C.F.R. § 200.330).
   iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
   i. Receives a subaward from you (the non-Federal entity) under this award; and
   ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the non-Federal entity's or subrecipient's preceding fiscal year and includes the following (for more information *see* 17 C.F.R. 229.402(c)(2)):
   i. Salary and bonus.
   ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
   iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
   iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
   v. Above-market earnings on deferred compensation which is not tax-qualified.
   vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

c. System for Award Management (SAM) and Universal Identifier requirements.

1. Requirement for SAM. Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

2. Requirement for unique entity identifier. If you are authorized to make subawards under this award, you:

   i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
   ii. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

3. Definitions for purposes of this award term:

   i. System for Award Management (SAM) means 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.[25]
   ii. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
   iii. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R. part 25, subpart C:
      (A) A Governmental organization, which is a State, local government, or Indian Tribe;
      (B) A foreign public entity;
      (C) A domestic or foreign nonprofit organization;
      (D) A domestic or foreign for-profit organization; and
      (E) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
   iv. Subaward:
      (A) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-Federal entity award to an eligible subrecipient.
      (B) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* 2 C.F.R. § 200.330).
      (C) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
   v. Subrecipient means an entity that:
      (A) Receives a subaward from you under this award; and
      (B) Is accountable to you for the use of the Federal funds provided by the subaward.

.16 Federal Financial Assistance Planning During a Funding Hiatus or Government Shutdown

This term sets forth initial guidance that will be implemented for Federal assistance awards in the event of a lapse in appropriations, or a government shutdown. The Grants Officer may issue further guidance prior to an anticipated shutdown.

a. Unless there is an actual rescission of funds for specific grant obligations, recipients of Federal financial assistance awards for which funds have been obligated generally will be able to continue to perform and incur allowable expenses under the award during a funding hiatus. Recipients are advised that ongoing activities by Federal employees involved in grant administration (including payment processing) or similar operational and administrative work cannot continue when there is a funding lapse. Therefore, there may be delays, including payment processing delays, in the event of a shutdown.

b. All award actions will be delayed during a government shutdown; if it appears that a non-Federal entity's performance under a grant or cooperative agreement will require agency involvement, direction or clearance during the period of a possible government shutdown, the Program Officer or

[25] System for Award Management (SAM) - https://www.sam.gov, verified on 8/18/2015.

Grants Officer, as appropriate, may attempt to provide such involvement, direction, or clearance prior to the shutdown or advise recipients that such involvement, direction, or clearance will not be forthcoming during the shutdown. Accordingly, recipients whose ability to withdraw funds is subject to prior agency approval, which in general are recipients that have been designated high risk, recipients of construction awards, or are otherwise limited to reimbursements or subject to agency review, will be able draw funds down from the relevant Automatic Standard Application for Payment (ASAP) account only if agency approval is given and coded into ASAP prior to any government shutdown or closure. This limitation may not be lifted during a government shutdown. Recipients should plan to work with the Grants Officer to request prior approvals in advance of a shutdown wherever possible. Recipients whose authority to draw down award funds is restricted may decide to suspend work until the government reopens.

c. The ASAP system may remain operational during a government shutdown. As applicable, recipients that do not require Council approval to draw down advance funds from their ASAP accounts may be able to do so during a shutdown. The 30-day limitation on the drawdown of advance funds will apply notwithstanding a government shutdown and advanced funds held for more than 30 days shall be returned with interest.

R. CERTIFICATIONS

At a minimum, the non-Federal entity must comply with the certifications and requirements in 31 C.F.R. § 34.802, assurances (Forms SF-424B and SF-424D, or equivalent, as applicable), and any required Council-specific certifications. Other certifications may be required by 2 C.F.R. part 200. Certifications must be signed by an authorized senior official of the entity receiving grant funds who can legally bind the organization or entity, and who has oversight for the administration and use of the funds in question.

ADCNR SUB-AWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

01.574

2020

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, WHEREAS, the Mayor and City Clerk, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile in order to accept and receive federal funds in the amount of $11,960,940.00 from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) for implementation of the Spill Impact Component (Bucket 3) project titled "State Expenditure Plan #16: Three Mile Creek Watershed Restoration" from the State of Alabama Department of Conservation and Natural Resources.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant and to sign any agreements or other documents in connection with the grant and to provide any information required by the Department of Treasury or State of Alabama Department of Conservation and Natural Resources or any other federal agency. The subaward agreement, together with the exhibits, shall be filed with the city clerk after award and execution.

Adopted: AUG 11 2020

City Clerk

STATE OF ALABAMA

ADCNR Grant #: S1P16-TMCR

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT

THIS SUBAWARD GRANT AGREEMENT, ("Agreement") is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Subrecipient"). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter "Parties") agree as follows:

1. PROJECT PURPOSE AND IDENTITY: The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter "RESTORE Act") to Subrecipient for implementation of the RESTORE Act Spill Impact project titled "State Expenditure Plan #16: Three Mile Creek Watershed Restoration" (hereinafter "Project"). The purpose of this project is to complete the engineering and construction for the restoration and protection of water quality of the area's fresh, estuarine, and marine water resources by providing bank and stream stabilization along Twelve Mile Creek and the dredging and restoration of Langan Park Lake, both of which drain into Three Mile Creek and Mobile Bay. Additionally, existing sanitary sewer crossings will be protected from damage caused by widening of the stream. Dredging of Langan Park Lake will increase the capacity of the lake, support flood control and aid apple snail control efforts. Additional invasive species control measures will be undertaken. The project begins along Twelve Mile Creek at East Drive and ends at the outlet control structure of Langan Park Lake in Langan Municipal Park near Zeigler Boulevard in Mobile, Alabama. Increased velocities due to stormwater conveyance systems have contributed to degradation of the banks, destabilization of the creek, undercutting of sanitary sewer crossings and sedimentation in the creek and Langan Park Lake. The engineering and construction of this project would provide reinforcement of the creek against further erosion and remove existing sedimentation, thereby stabilizing Twelve Mile Creek and increasing the recreational, educational, and cultural activities in Langan Municipal Park further described in the Federal Award GNSSP20AL0001-01-00. This Agreement between the Parties will be identified by the "ADCNR Grant Number" set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.

2. FEDERAL AWARD INFORMATION: The Project's Financial Assistance Award (hereinafter "Federal Award") in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:

   a. Federal Award Identification Number (FAIN): GNSSP20AL0001-01-00
   b. Federal Award Period of Performance: 09/09/2019-07/31/2023
   c. Total Amount of Federal Funds Obligated to Subrecipient: $11,960,940
   d. Subrecipient DUNS#: 010396687
   e. Total Amount of Federal Award: $12,081,884
   f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter "RESTORE Council")

g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources
Commissioner Christopher M. Blankenship
64 N. Union Street; Suite 468
Montgomery, AL 36130

h. CFDA Number & Name: CFDA# 87.052 "Spill Impact Component Project Grants"

i. Indirect Cost Rate of Subrecipient: 0%

3. AGREEMENT FUNDING AMOUNT: ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of eleven million nine hundred sixty thousand nine hundred forty and xx/100 dollars (**$11,960,940**).

4. PROJECT PERIOD: The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on the July 27, 2020 and end on July 31, 2023.

5. AGREEMENT TERM: The term of this Agreement shall commence when the Agreement is executed by both Parties, and end on July 31, 2023 (hereinafter "Agreement Term").

6. APPLICABLE LAWS: Subrecipient shall perform and/or procure all Agreement Services in accordance with all applicable federal, state and local laws, codes, regulations, and ordinances, including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and RESTORE Regulations. In addition, Subrecipient shall procure all applicable federal, state, and local permits and pay all said fees. Subrecipient shall at all times maintain effective internal control providing reasonable assurance as to compliance with all requirements.

7. AGREEMENT SERVICES: Subrecipient hereby agrees, in proper sequence and in the time herein specified, to perform all tasks and to provide all the necessary labor, materials, equipment, services and facilities necessary to achieve Project completion and fulfill all terms of this Agreement in accordance with all requirements of the Federal Award, including, but not limited to, any RESTORE Council specific Special Award Conditions contained therein, and all applicable laws (hereinafter "Agreement Services"). Research and Development are not services funded under this subaward.

8. RELIANCE UPON SUBRECIPIENT: Subrecipient acknowledges and hereby accepts responsibility to stay current as to necessary compliance measures and that ADCNR is relying upon the Subrecipient to maintain compliance as to all requirements associated with performance under this Agreement including, but not limited to, all exhibits hereto, required certifications, and all applicable laws.

9. FUNDING AVAILABILITY/SOURCES: Subrecipient acknowledges and agrees the commencement and continuation of this Agreement, as well as any funding to be disbursed pursuant to this Agreement, is contingent on the availability of and actual receipt by ADCNR of the Federal Award funding designated for this Project.

10. ALLOWABLE COSTS:

a. Costs allowed under this Agreement shall be determined in accordance with provisions of all applicable federal, state and local laws, regulations, and other requirements including, but not limited to, the following:
   i. Federal Award;
   ii. Special Award Conditions incorporated within the Federal Award;
   iii. 2 C.F.R. Part 200; and
   iv. 31 C.F.R. Part 34.

b. Subrecipient agrees that any expenditure related to any type of lower tier contract or subaward support prior to both receipt of written approval from ADCNR and execution of a written agreement pursuant to Paragraph 23 of this Agreement may be disallowed at the sole discretion of ADCNR.

c. Subrecipient shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Agreement Services. Subrecipient further agrees that no costs funded by such other sources constitute Allowable Costs.

d. Subrecipient acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement are eligible for reimbursement pursuant to this Agreement, unless specifically authorized in writing by ADCNR.

e. Subrecipient specifically agrees that Non-Federal Share funds, in the amount and as described in the Federal Award, will be used to complete the Project as described in the approved Scope of Work.

11. REIMBURSEMENT PAYMENTS: Invoices, with required supporting documentation detailing the Allowable Costs to be reimbursed in accordance with the Federal Award Subrecipient budget categories, shall be submitted to the following:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

The Subrecipient may invoice no more frequently than monthly for reimbursement of Allowable Costs. Subrecipient's final request for reimbursement of Allowable Costs under this Agreement must be received by ADCNR no later than thirty (30) days after the expiration of the Project Period. Subrecipient acknowledges that due to annual State of Alabama fiscal year closeout procedures, ADCNR is not able to process payments in the month of September. Accordingly, requests for payment not submitted to ADCNR on or before August 15 will not be processed prior to commencement of the closeout period. Requests for payment not received by deadlines set by ADCNR will not be eligible for reimbursement. While funding under this Agreement shall be on a reimbursement-only basis for Allowable Costs, if at any time any funds disbursed by ADCNR are for any reason not expended (or, for example, are returned/credited to Subrecipient subsequent to payment of an invoice), Subrecipient shall notify ADCNR and return such funds in such reasonable time and manner as may be reasonably specified by ADCNR. Prior to the submission of any cost documentation, the sub-recipient shall redact, in accordance with 2 CFR 200.82, all personal information except for Personally Identifiable Information (PII) that is required by law to be disclosed. See also 2 CFR 200.79.

ADCNR shall reimburse the Subrecipient only for allowable costs. ADCNR reserves the right to refuse to pay all or any part of requested funding if Subrecipient expends funds for unauthorized or ineligible purposes, or the expenditures constitute disallowed costs in any other way, including for any of the following reasons:
(1) the costs are not reasonable or necessary for completion of the scope of work; (2) the costs are ineligible for reimbursement; (3) the Subrecipient failed to comply with any term or conditions of this agreement; (4) the Subrecipient failed to perform the scope of work in accordance with this agreement; or (5) the Subrecipient failed to comply with applicable state, federal, or local laws and regulations.

Notwithstanding any other provision of this agreement, and notwithstanding the submission of any reimbursement request by the Subrecipient, ADCNR shall not pay more than 95% of the sub-award amount until such time as the Subrecipient has completed the work, submitted final reporting, and submitted a written certification to ADCNR that

the scope of work was completed in accordance with the terms and conditions of this agreement, that no additional amounts are owed, and that no additional reimbursement requests will be submitted.

12. FINAL PAYMENT: Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by Subrecipient, ADCNR shall withhold an amount equal to five-percent (5%) of the Funds until such time as Subrecipient has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received ADCNR's written approval of such Final Report. ADCNR shall either approve the final report or notify Subrecipient of why it has not been approved in writing within forty-five (45) days of the submission of the final report. Within forty-five (45) days after ADCNR's written approval of such Final Report, ADCNR shall disburse to Subrecipient all or such portion of the five-percent (5%) holdback as is properly payable to Subrecipient for Work performed under this Agreement. However, if ADCNR is satisfied that the Project is proceeding on schedule and on budget, ADCNR (acting in its sole discretion) may reduce the holdback from five-percent (5%) and disburse Funds to Recipient to pay for the costs of Work in advance of completion of the Work and submission of Final Report.

When Subrecipient has performed all the Work, sub-recipient shall transmit to ADCNR a comprehensive report on the Work, along with the corresponding results (the "Final Report"). As appropriate, the Final Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Report shall be provided by Subrecipient to ADCNR within forty-five (45) days of Project completion. Upon approval of Final Reports, ADCNR will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, the Subrecipient shall execute and deliver to ADCNR a release of all claims, on a form provided by ADCNR, against ADCNR arising under, or by virtue of, this Agreement. Unless otherwise provided in the Agreement, by state law, or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of ADCNR 's claims against the sub-recipient or its sureties under this Agreement.

SUBMISSION OF REPORTS/INFORMATION: Subrecipient understands and acknowledges that ADCNR must meet several requirements set forth in the Federal Award and any RESTORE Council specific Special Award Conditions related to reporting. Furthermore, Subrecipient acknowledges that ADCNR is specifically relying upon Subrecipient to be familiar with these requirements and any subsequent updates or revisions to these requirements. Subrecipient shall provide accurate and timely information to ADCNR, as necessary, for ADCNR to remain in compliance with all said requirements of the Federal Award and applicable laws and regulations. Accordingly, Subrecipient agrees to provide the following information, and any additional information as may be deemed necessary by ADCNR:

a. Reporting:

(1) The Subrecipient shall provide required progress reports as determined by ADCNR. The form and format shall be prescribed by ADCNR.

(2) The final report must provide ADCNR with a summary financial and performance report related to the Project expenditures and confirmation of Project completion including, but not limited to, supporting documentation detailing the Allowable Costs for the expenditures and other documents needed to be maintained by ADCNR for purposes of recordkeeping and potential audit compliance.

b. Submission: All reports shall be sent to the e-mail address listed below:

City_of_Mobile-_Three_Mile_Creek_Waters.Subrecipient_Submissions@docs.e-builder.net

c. Format: Subrecipient shall provide reports generated or compiled within the scope of this Agreement specified herein in digital format or other format as may be specified by ADCNR.

13. RECORDS RETENTION/ACCESS/AUDITS: Subrecipient shall maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds (including, if applicable and allowed, records related to tracking program income). Accordingly, Subrecipient agrees as follows:

a. Record Retention: Subrecipient shall maintain (and require all subrecipients and contractors to maintain) records and accounts associated with this Agreement, including, but not limited to, property, personnel and financial records, in accordance with ADCNR's records retention policy and 2 C.F.R. §200.333, as well as all other applicable federal, state and local requirements, the Federal Award and any RESTORE Council specific Special Award Conditions. Such records will be made available to all entities listed below in Paragraph 14(b) and shall be retained for a minimum of three (3) years after expiration of this Agreement, unless ADCNR grants permission in writing to destroy. However, Subrecipient agrees that it is responsible for being familiar with all such retention requirements and maintaining records for periods longer than this 3-year minimum, as applicable.

b. Access: The RESTORE Council, ADCNR, the Alabama Examiners of Public Accounts, or any of their duly authorized representatives shall have timely and unrestricted access during normal business hours to any pertinent books, documents, papers, and records (including electronic records) of the Subrecipient and its agents, subrecipients and contractors in order to make audits, inspections, financial reviews, excerpts, transcripts and other examinations as directed by law (and to make copies of such). In addition, such rights to access shall include timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such records.

c. Audit Requirements: Subrecipient shall follow all audit requirements under the Federal Award and this Agreement and applicable federal, state, and local laws. Subrecipient shall also ensure applicable lower tier compliance as addressed in Section 23.

d. Survival: The provisions of this Paragraph 14 survive the Agreement Term and remain a continuing obligation of Subrecipient.

14. POLITICAL ACTIVITY: Subrecipient shall comply with all provisions of the Hatch Act (5 U.S.C. §1501 et seq.), as applicable, which limits political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

15. LOBBYING ACTIVITY:

a. Compliance: Subrecipient shall comply with all applicable federal, state, and local laws related to lobbying activities including, but not limited to, the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors as addressed in Section 23.

b. Certification: Subrecipient hereby certifies, by execution of this Agreement, that no federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

c. Lower Tier Certification: Subrecipient further agrees to include the certification required pursuant to Paragraph 15(b) in all applicable lower tier agreements.

d Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities

16. FRAUD/WASTE/ABUSE: Subrecipient shall immediately report to ADCNR as well as the RESTORE Council Inspector General in accordance with 31 C.F.R. §34 803(a), any indication of fraud, waste, abuse, or potential criminal activity associated with any activity or expenditure of funds related to this Agreement.

17. CONFLICTS OF INTEREST: Subrecipient by its signature, certifies to the best of its knowledge and belief, no conflict of interest (or appearance of conflict), either personal or organizational, in any manner existed or now exists which has, has had, or may have any effect on this Agreement or any activity/expenditure associated with this Agreement. By execution of this Agreement, Subrecipient certifies that a conflicts of interest policy consistent with 2 C.F.R. § 200.318 covering each activity associated with or funded pursuant to this Agreement is currently in effect and at all times will remain in effect during the Agreement Term. In the event Subrecipient subsequently cannot maintain this certification during the Agreement Term, Subrecipient shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.

18. ENVIRONMENTAL COMPLIANCE: Subrecipient shall comply with all applicable federal, state and local environmental laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and Special Award Conditions incorporated within the Federal Award. Subrecipient further agrees that it is responsible for including all environment requirements set forth below pursuant to the Special Award Conditions incorporated within the Federal Award in all lower tier agreements and for ensuring lower tier compliance. If Subrecipient becomes aware of any potential impact on the environment not approved pursuant to the Federal Award, Subrecipient shall within a reasonable time as allowed by law notify ADCNR and suspend activities related to such potential impact until Subrecipient receives written approval from ADCNR to resume such activities.

a. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
b. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
c. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738.
d. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
e. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
f. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
g. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
h. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
i. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
j. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
k. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
l. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C.§1801)
m. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
n. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)

o. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
p. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
q. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C.§§ 1431—1445)
r. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
s. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
t. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
u. Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24,1977, as amended by EO 12608
v. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
w. Coral Reef Protection, EO 13089Invasive Species, EO 13112
x. Invasive Species, EP 13112
y. Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.)
z. Nonindigenous Aquatic Nuisance Prevention Act, as amended (16 U.S.C. § 4701 et seq.)

19. FEDERAL PROVISIONS: This Agreement relies on Federal funds; therefore, the following terms and conditions apply, in addition to others provided in this Agreement.

a. Equal Employment Opportunity: Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). The foregoing is applicable, except as otherwise provided under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.

b. Davis-Bacon Act: The Davis Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, applies to grants awarded by RESTORE Council under the RESTORE Act in two situations: (1) for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C 1292; and (2) for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. Under this Act, contractors and subcontractors performing work on federally-funded or assisted contracts in excess of $2,000.00 for construction, alteration, or repair or public works must pay their laborers and mechanics employed under the Contract no less than the locally prevailing wages and fringe benefits of corresponding work on similar projects in the area.

c. Copeland "Anti-kickback" Act: The Copeland "Anti-kickback" Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). This Act is applicable to contracts awarded by a non-Federal entity in excess of $100,000.00 that involve employment of mechanics or laborers. Under this Act, contractors and subrecipients are prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

d. Contract Work Hours and Safety Standard Act Section 103 and 107 of the Agreement Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR part 5). Applicable to construction contracts awarded by Contracts and subcontractors in excess of $2,000.00, and in excess of $2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week;

and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

e. Rights to Inventions Made Under a Contract or Agreement 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

f. Compliance with Office of Management and Budget Circulars. As applicable, Contractors shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

g. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, in compliance with 2 CFR 200.321, the Subrecipient shall take affirmative steps to assure that minority business enterprises, women's business enterprises, and labor surplus area firms are used when possible.

20. OTHER COMPLIANCE: Subrecipient shall comply, and ensure lower tier compliance, with all applicable federal, state and local laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and Special Award Conditions incorporated within the Federal Award and any RESTORE Council specific Special Award Conditions. In addition, Subrecipient shall assist ADCNR as to compliance with all such requirements.

a. Foreign Travel: Subrecipient agrees that no travel outside the United States shall be permitted pursuant to this Agreement.

b. Seat Belts: Pursuant to EO 13043, Subrecipient agrees to encourage employees and any contractors to enforce on-the-job seat belt policies and programs when operating any vehicles in connection with performance of activities associated with this Agreement.

c. Research Involving Human Species: Subrecipient agrees that no research involving human subjects shall be permitted pursuant to this Agreement.

d. Federal Employee Expenses: Subrecipient agrees that no funding pursuant to this Agreement shall be used to pay transportation, travel or other expenses for any employee of the federal government without prior written approval from ADCNR.

e. Minority Serving Institutions: Subrecipient acknowledges the RESTORE's goal of meaningful participation of minority serving institutions ("MSIs") in its financial assistance programs and agrees to include such meaningful participation of MSIs as to Project activities when possible.

f. Research Misconduct: Subrecipient agrees, to the extent at any time applicable, to abide by all provisions of the Federal Policy on Research Misconduct issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260).

g. Care and Use of Live Vertebrate Animals: Subrecipient agrees that no research involving vertebrate animals shall be permitted pursuant to this Agreement.

h. Homeland Security Presidential Directive 12: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve routine physical access to a federally controlled facility or routine access to a federally controlled information system.

i. Export-Controlled Items: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve access to export-controlled items.

j. Trafficking of Victims Protection Act Of 2000: Subrecipient agrees the award term set forth in 2 C.F.R. § 175.15(b) implementing provisions of the Trafficking Victims Protection Act of 2000 (22 U.S.C. §7104(g)), to extent applicable, is hereby incorporated into this Agreement.

k. Federal Funding Accountability and Transparency Act Of 2006 (FFATA): Subrecipient shall comply and assist ADCNR as to compliance with all applicable requirements of FFATA, as amended (Pub. L. No 109-282, 31 U.S.C. §6101) associated with this Agreement.

l. Certifications: Subrecipient shall execute, as applicable, and comply (and assist ADCNR as to compliance) with all certifications associated with this Agreement including, but not limited to, all certifications and requirements set forth in 31 C.F.R. §34.802, assurances (Forms SF-424B and SF-424D, or equivalent, as applicable), and any required RESTORE Council - specific certifications and/or other certifications as required by 2 C.F.R. Part 200.

m. To the extent equipment and products are authorized to be purchased pursuant to this Agreement, the Subrecipient is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided pursuant to this Agreement.

21. PROCUREMENT: Subrecipient shall conduct all procurement actions consistent with the Federal Award, Special Award Conditions incorporated within the Federal Award, and all applicable federal, state, and local requirements including, but not limited to, provisions of 2 C.F.R. Part 200.

22. DEBARMENT AND SUSPENSION:

a Compliance: Subrecipient shall comply with provisions of 2 C.F.R. Part 180 "OMB Guides To Agencies on Governmentwide Debarment and Suspension (Non-procurement)," which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors. Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors. Pursuant to 31 C.F.R. Part 19, Subrecipient shall verify that its contractors (for contracts expected to equal or exceed $25,000), subcontractors (for subcontracts expected to equal or exceed $25,000), or principals that the subrecipient engages to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipient 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.

b. Certification: Subrecipient hereby certifies, by execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Project implementation or any aspect of the Agreement by any Federal department or agency.

c Lower Tier Covered Transactions: The Subrecipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 CFR Part 19,

Subpart B) that the award is subject to 31 C.F.R Part 19 and require a certification of compliance in covered lower tier transactions as may be required by the RESTORE Council.

d. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.

23. LOWER TIER SUBAWARDS/CONTRACTS: Subrecipient shall not enter into a lower tier subaward or contractual agreement associated with its performance under this Agreement without the prior written consent of ADCNR. Further, Subrecipient agrees and acknowledges that, unless otherwise approved in writing by the applicable RESTORE Council Grants Officer, all lower tier engagements shall be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with 2 C.F.R. §200.317-26, in addition to all other applicable federal, state, and local requirements. No expenditure of funds associated with this Agreement shall be made prior to full execution of a written, legally binding agreement extending to the approved subrecipient/contractor all applicable requirements associated with this Agreement. As to all lower tier awards and activities, Subrecipient agrees that it is responsible for ensuring compliance under all applicable federal, state, and local laws including, but not limited to, all requirements of 2 C.F.R 200, the Federal Award, and Special Award Conditions incorporated within the Federal Award, and any RESTORE Council specific Special Award Conditions.

24. MINORITY/WOMEN BUSINESSES: As applicable, when contracting, Subrecipient must take all necessary affirmative steps, as set forth in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This provision applies to all lower-tier transactions.

25. LOWER TIER SUBAWARD/CONTRACT NOTICE: In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, Subrecipient shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:

"Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under $25,000 not requiring the consent of a RESTORE Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than $100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)."

26. LOWER TIER AGREEMENT PROVISIONS: In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, all resulting subawards and contracts made by the Subrecipient must contain, as applicable, provisions required pursuant to 2 C.F.R. Appendix II to part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," the Federal Award, the Special Award Conditions incorporated within the Federal Award, and all other federal, state, or local laws.

27. DRUG FREE WORKPLACE: Subrecipient shall comply with all provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S § 8102), and RESTORE Council implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

28. PROPERTY RIGHTS AND STANDARDS: The provisions of Section 200.310-200.316, OMB Uniform Guidance (2 CFR 200) apply to Federal property rights and the acquisition of real property, equipment, supplies and intangible property to the extent authorized by this Agreement.

29. PRESS/EVENTS: Subrecipient shall notify ADCNR of the location, date, and time of any press conferences, press releases, media events, etc., related to this Project at least five (5) working days prior to the scheduled event or release.

30. PUBLICATIONS/VIDEOS/SIGNAGE/ACKNOWLEDGMENT: Subrecipient agrees to the following:

a. Subrecipient shall submit copies of all publicly disseminated materials including, but not limited to, print, recorded, or Internet materials to ADCNR.

b. When releasing information related to the Project, Subrecipient shall include a statement that the project or effort undertaken has been sponsored by the "The RESTORE Council in cooperation with the State of Alabama Department of Conservation and Natural Resources."

c. Any signage to be produced pursuant to this Agreement must have prior written approval of ADCNR and shall contain language required by the Special Award Conditions incorporated within the Federal Award and ADCNR.

d. Unless otherwise approved by ADCNR in writing, any material disseminated to the public based on, developed under, or otherwise produced pursuant to this Agreement (except scientific articles or papers appearing in scientific, technical, or professional journals) shall contain the following disclaimer:
"This project was paid for [in part] with federal funding from the RESTORE Council 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 RESTORE Council or ADCNR."

31. INDEMNIFICATION:

a. To the extent legally enforceable, the Subrecipient (hereinafter at times referenced in this paragraph as "the Indemnitor") agrees to protect, defend, indemnify, save, and hold harmless the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants employees, and volunteers of each (hereinafter at times referenced in this paragraph collectively as "the Indemnitees"), from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may arise out of any negligent act or omission of the Subrecipient, and the Subrecipient's agents, servants, employees, and subcontractors. Indemnitor's obligation and duty to protect, defend, indemnify, save and hold harmless the Indemnitees shall include any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by Indemnitees and/or Indemnitor as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Indemnitor agrees to investigate and defend any such claims, demand, or suit at its expense and agrees to bear all other costs and expenses related thereto, even if the claims are frivolous. Indemnitor is not obligated to protect, defend, indemnify, save, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may arise out of any act or omission of the Indemnitees.

b. Subrecipient further agrees it releases from liability and waives its right to sue Indemnitees regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

c. The provisions of this Paragraph 31 shall survive the Agreement Term and remain a continuing obligation of Subrecipient.

d. Nothing contained in agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City of Mobile.

32. TERMINATION OF AGREEMENT: This Agreement may be terminated as follows:

a. If Subrecipient fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements, or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice, sent certified mail (return receipt requested), or overnight courier (signature required), to Subrecipient of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall promptly be returned to ADCNR.

b ADCNR may terminate this Agreement at any time without cause by giving written notice to Subgrantee by certified mail (return receipt requested) or overnight courier (signature required) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date.

c. If the Agreement is terminated by ADCNR, as provided herein, Subrecipient shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Subrecipient shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

33. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, Alabama 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, Alabama 36527

Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

William S. Stimpson, City of Mobile - Mayor
P.O. Box 1827
Mobile, Alabama 36633

Jennifer Greene, Deputy Director, Program and Project Management
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633
251-208-7199
jennifer.greene@cityofmobile.org

34. NONDISCRIMINATION: Subrecipient shall not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in relation to admission to, access to, or operations of its programs, services, or activities. Further, Subrecipient shall comply with all RESTORE Council regulations and policies prohibiting discrimination as well as all other applicable federal, state, and local nondiscrimination laws including, but not limited to, the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Americans with Disabilities Act of 1900; Section 504 of the Rehabilitation Act of 1973; Revised ADA Standards for Accessible Design for Construction Awards; and Age Discrimination Act of 1975; Public Health Service Act of 1912 and the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; and any other applicable non-discrimination law(s).

35. PROTECTIONS FOR WHISTLEBLOWERS: In accordance with 41 U.S.C. § 4712, neither the Subrecipient or any of its contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

    a. A Member of Congress or a representative of a committee of Congress;
    b. An Inspector General;
    c. The Government Accountability Office;
    d. A RESTORE Council employee responsible for contract or grant oversight or management;
    e. An authorized official of the Department of Justice or other law enforcement agency;
    f. A court or grand jury; and/or
    g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

36. ASSIGNABILITY: Subrecipient shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR.

37. AMENDMENT: Any amendment to this Agreement must be in writing and approved by all signatory/authorities prior to becoming effective. The Parties agree to renegotiate this Agreement if Federal, State and/or local revisions of any applicable laws or regulations make changes in the Agreement necessary.

38. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the successors and assigns of the respective parties hereto.

39. ENFORCEMENT OF RIGHTS AND OBLIGATIONS: Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

40. NO AGENCY RELATIONSHIP: By entering into this Agreement, Subrecipient is not an agent of ADCNR, its officers, employees, agents, or assigns. Nothing in this agreement creates an agency relationship between the Parties.

41. ALTERNATIVE DISPUTE RESOLUTION: In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

42. NOT A DEBT OF THE STATE: It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void.

43. NOT ENTITLED TO MERIT SYSTEM: The subrecipient understands and agrees that neither it nor any employees or agents thereof are entitled to any benefits of the Alabama State Merit System.

44. BOYCOTT: In compliance with Act 2016-312, the Subrecipient hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

45. PRORATION: In the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.

46. CLAIMS FOR LIENS: Subrecipient shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Subrecipient in connection with the performance of its obligations under this Agreement.

47. TAX RESPONSIBILITY: Subrecipient hereby agrees that the responsibility for payment of any taxes from the funds received under this Agreement shall be the Subrecipient's obligation and shall be identified under the appropriate Tax Identification Number. In the event any tax refund is received by Subrecipient, it shall immediately notify ADCNR in writing and comply with all RESTORE Council requirements associated therewith.

48. VENUE: Subgrantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.

49. SEVERABILITY: In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

50. IMMIGRATION COMPLIANCE: By signing this Agreement, Subrecipient affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Subrecipient shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

51. PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

52. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:

    1. This Subaward Agreement; and
    2. Federal Award, including any RESTORE Council Special Award Conditions incorporated within the Federal Award

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES

_____
Christopher M. Blankenship, Commissioner **Date:**

CITY OF MOBILE, A Municipal Corporation

By: _____ Date: 8/13/20

Its: Mayor

ATTEST:

_____ 8-13-2020
City Clerk Date:

AL-07/27/2020
Subrecipient Name: City of Mobile, **DUNS #010396687**
Title of Grant Project: *State Expenditure Plan #16: Three Mile Creek Watershed Restoration*

Attachment
Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.331. Be advised, the following information describes the Federal award and subaward:

(I) Federal Award Identification		
(i.)	Subrecipient name	City of Mobile
(ii.)	Subrecipient's unique entity identifier	DUNS # **010396687**
(iii.)	Federal Award Identification Number (FAIN):	GNSSP20AL0001-01-00
(iv.)	Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency:	AL-07/27/2020
(v.)	Subaward Period of Performance Start and End Date:	July 27, 2020 - July 31, 2023
(vi.)	Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient:	$ 11,960,940.00
(vii.)	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation:	$ 11,960,940.00
(viii.)	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity:	$ 11,960,940.00
(ix.)	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA),	The purpose of this project is to complete the engineering and construction for the restoration and protection of water quality of the area's fresh, estuarine, and marine water resources by providing bank and stream stabilization along Twelve Mile Creek and the dredging and restoration of Langan Park Lake, both of which drain into Three Mile Creek and Mobile Bay. Additionally, existing sanitary sewer crossings will be protected from damage caused by widening of the stream. Dredging of Langan Park Lake will increase the capacity of the lake, support flood control and aid apple snail control efforts. Additional invasive species control measures will be undertaken. The project begins along Twelve Mile Creek at East Drive and ends at the outlet control structure of Langan Park Lake in Langan Municipal Park near Zeigler Boulevard in Mobile, Alabama. Increased velocities due to stormwater conveyance systems have contributed to degradation of the banks, destabilization of the creek, undercutting of sanitary sewer crossings and sedimentation in the creek and Langan Park Lake.

		The engineering and construction of this project would provide reinforcement of the creek against further erosion and remove existing sedimentation, thereby stabilizing Twelve Mile Creek and increasing the recreational, educational, and cultural activities in Langan Municipal Park
(x.)	Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity	Gulf Coast Ecosystem Restoration Council, Alabama Department of Conservation and Natural Resources, Christopher M. Blankenship Chris.blankenship@dcnr.alabama.gov
(xi.)	CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # 87.052 "Spill Impact Component Project Grants" - total Federal Award issued to ADCNR, which is registered in SAM with the DUNS number 929933406, is $12,081,884.
(xii.)	Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.)	Indirect cost rate for the Federal award (including if the de minimis rate if charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the Federal award is 24.09%.

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[FE1]

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 H 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.

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[1] Additional Wage Classifications can be requested by completing a REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE (SF-1444). A sample of SF-1444 is included as Appendix D. It can also be accessed from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/forms* or its successor site.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* ADCNR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the

contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls, 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 RESTORE Council 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 RESTORE Council 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 RESTORE Council 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).

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[2] The requirements of 29 CFR Part 3 can also be found in Section C of these Supplementary Conditions.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

SECTION B: Contract Work Hours and Safety Standards Act

29 CFR §5.5(b) - Applies to certain federally assisted construction contracts over $100,000 subject to Davis-Bacon and Related Acts wage standards where the Federal Government is not a direct party.

(1) ***Overtime requirements.*** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) ***Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in paragraph (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

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: 06/30/2021

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	DT OR ST	(4) DAY AND DATE HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
			S											
			O											
			S											
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____, that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Appendix C – Instructions for Completing Payroll Form, WH-347

General: Form WH-347has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "$12.25/.40" would reflect a $12.25 base hourly rate plus $0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds $100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "$163.00/$420.00" would reflect the earnings of a worker who earned $163.00 on a Federally assisted construction project during a week in which $420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "*See* Deductions column in this payroll." *See* "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions: Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W..Washington, D.C. 20210.

Appendix D – Request for Authorization of Additional Classification and Rate (SF-1444)

AUTHORIZED FOR LOCAL REPRODUCTION

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE

CHECK APPROPRIATE BOX
☐ SERVICE CONTRACT
☐ CONSTRUCTION CONTRACT

OMB No. 9000-0089
Expires: 04/30/2005

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVP), Office of Acquisition Policy, GSA, Washington, DC 20405, and to the Office of Management and Budget, Paperwork Reduction Project (9000-0089), Washington, DC 20503.

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:	2 FROM: *(REPORTING OFFICE)*
ADMINISTRATOR, Employment Standards Administration WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, D.C. 20210	

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) (SCA 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 (SCA ONLY) *(Use reverse or attach additional sheets, if necessary)*	b WAGE RATE(S)	c FRINGE BENEFITS PAYMENTS

14 SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE *(IF ANY)*	15 SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE

16 SIGNATURE OF EMPLOYEE OR REPRESENTATIVE	TITLE	CHECK APPROPRIATE BOX-REFERENCING BLOCK 13
		☐ AGREE ☐ DISAGREE

TO BE COMPLETED BY CONTRACTING OFFICER *(CHECK AS APPROPRIATE - SEE FAR 22.1019 (SCA) OR FAR 22.406-3 (DBA))*

☐ 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 copies 1, 2, and 3 to Department of Labor)

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE	TITLE AND COMMERCIAL TELEPHONE NO	DATE SUBMITED

PREVIOUS EDITION IS USABLE

STANDARD FORM 1444 (REV. 12-2001)
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)*

PROCUREMENT OF RECOVERED MATERIALS

The 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.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OF EQUIPMENT

The contractor must comply with federal regulations regarding prohibition on certain telecommunications and video surveillance services or equipment found at 2 CFR §200.216, which states:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

DOMESTIC PREFERENCES FOR PROCUREMENTS

The 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 OR OTHER STATE AGENCY certification. A self-certification is acceptable, if the certification specifies the basis for MBE/WBE designation (e.g., the business is 51% owned and daily operation is controlled by one or more women or minority owners).

If subcontractors will be utilized, the lowest responsive and responsible bidder will be required to submit the following for subcontracts proposed to be awarded to Non-MBE/WBE:

- For all subcontracts for which there are capable certified MBE/WBE firms existing to potentially perform the work, letters transmitted to MBE and WBE firms requesting quotes or proposals for specific subcontracting opportunities, for construction, equipment, materials, or supply needs and encouraging inquiries for further details. Solicitations should have been sent in a timely manner, including allowed response time. (See "Sample Letter from Contractor to MBE/WBE Firms" below.)

- A listing of certified MBE and WBE firms from whom quotes or proposals were received, if any, who were not awarded subcontracts, for construction, equipment, materials or supplies.

- Evidence that each Non-MBE/WBE subcontractor or supplier selected for the scope of work or material purchase, was lower in price than each MBE/WBE proposal (or that there is some other acceptable reason to select the Non-MBE/WBE) and that the scope of work, or material purchase, was the same for both the MBE/WBE and Non-MBE/WBE.

Bidders may utilize the following resources to assist in MBE/WBE affirmative outreach:

Alabama UCP (state.al.us)

Disadvantaged Businesses | The U.S. Small Business Administration | SBA.gov

Office of Minority Business Enterprise – ADECA (alabama.gov)

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 UEI	MBE (Y/N)	WBE (Y/N)	On Site during this period (Y/N)

COMPLETED BY: _____ **DATE:** _____

ATTACHMENT "J"

UEI Number Forms

MOBILE
ALABAMA

CITY OF MOBILE

UNIQUE ENTITY IDENTIFIER (UEI) DOCUMENTATION AND VERIFICATION FORM

Name of Organization M'Elhenney Construction Co.

UEI Number KY4WL6UM9928

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: _____

MOBILE
ALABAMA

CITY OF MOBILE
SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROCESS

The System for Award Management verifies businesses through the U.S. Department of Treasury and the U.S. Department of Homeland Security to prevent fraud.

All entities submitting proposals or receiving payments from the City of Mobile through federal grants and/or contracts are required to obtain a UEI Number and register with the System for Award Management (SAM). No proposals will be accepted, nor contracts executed, nor payments made to vendors until verification of UEI Number and SAM registration by the City of Mobile is complete.

OVERVIEW

- The System for Award Management (SAM) is an official website of the U.S. government.
- There is no cost to use SAM. You can use this site for FREE to:
  - ✓ Register to do business with the U.S. government
  - ✓ Update or renew your entity registration
  - ✓ Check status of an entity registration
  - ✓ Search for entity registration and exclusion records

GETTING STARTED

- You must have an active registration in SAM to do business with the Federal Government or with the City on projects funded through federal grants.
- To register in SAM, at a minimum, you will need the following information:
  - ✓ Your UEI (FORMERLY DUNS) Number
  - ✓ Legal Business Name and Physical Address
  - ✓ Your Taxpayer Identification Number (TIN) and Taxpayer Name associated with your TIN. Review your tax documents from the IRS (such as a 1099 or W-2 form) to find your Taxpayer Name.
  - ✓ Your bank's routing number, your bank account number, and your bank account type, i.e. checking or savings, to set up Electronic Funds Transfer (EFT).

FOR ADDITIONAL INFORMATION,
PLEASE CONTACT THE CITY OF MOBILE OFFICE OF GRANTS MANAGEMENT at (251) 208-6853.

MOBILE
ALABAMA

CITY OF MOBILE
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT ("FFATA")
DISCLOSURE STATEMENT

Effective Date of Agreement 2-15-23
Award Description/Title Twelve Mile Creek Stabilization
Entity Completing Form McElhenney Construction Co. LLC
Entity UEI Number KY4UU6UM9928
Address PO Box 1409 Thomasville AL
City, State, Zip+4 ~~36792~~, AL Thomasville, AL 36590

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the UEI Number belongs receive (1) 80 percent or more of your annual gross revenues is U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

YES ☐ NO ☒ **If yes, answer next question.**

If no, stop here and sign form and return to the City of Mobile Office of Grants Management

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this UEI Number belongs) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)), or Section 6104 of the Internal Revenue Code of 1986?

YES ☐ NO ☐ **If no, answer next question.**

If yes, stop here and sign form and return to the City of Mobile Office of Grants Management

Provide the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which this UEI Number belongs):

Name	Position Title	Total Compensation Amount for the Entity's Last Complete Fiscal Year

[signature] President 2-15-23
Signature Title Date

Josh McElhenney
Typed Name of Signature

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 the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: MCELHENNEY CONSTRUCTION COMPANY, LLC

COM Project Name: THREE MILE CREEK WATERSHED RESTORATION PHASE 2(STATE EXPENDITURE PLAN #16) COM Project Number: 2018-3005-09

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

Casi Callaway, Chief Resilience Officer

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the Alabama Department of Economic & Community Affairs (ADECA), in the amount of $200,060.00 for the State-Funded Electric Vehicle Charging Infrastructure Grant Program. There is a 20% local match requirement.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds $200.060.00 **Matching Funds** $40,012.00

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	5/3/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	5/3/2023 - 3:29 PM
Legal	Kern, Chris	Approved	5/3/2023 - 3:37 PM
Legal	Kern, Chris	Approved	5/3/2023 - 3:38 PM
Mayors Office	Montgomery, Brandi	Approved	5/4/2023 - 2:46 PM

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the Alabama Department of Economic & Community Affairs (ADECA), a Notice of Award for grant assistance in the amount of $200,060.00 for the State-Funded Electric Vehicle Charging Infrastructure Grant Program. Available grant funding not to exceed $200,060 with a 20% match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by ADECA. Any agreements for grant assistance, together with exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Mobile City Council commits to a maximum $40,012 local match, which will come from the Capital Improvements Fund.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/9/2023

Submitted by:

Lisa C. Lambert, City Clerk

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	4/20/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/20/2023 - 2:52 PM

R E S O L U T I O N

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

Adopted:

_____

City Clerk

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

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Far Westside Limo & Shuttle to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on May 9, 2023, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

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

Adopted:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, ANTHONY D SIMONS individually or on behalf of FAR WESTSIDE LIMO + SHUTTLE, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

ANTHONY D. SIMONS (FAR WESTSIDE LIMO + SHUTTLE

Business Address: 750 Flave Pierce Rd. Unit G53 Mobile AL 36608

Telephone: 251-4066592 Trade Name _____

Business Information

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

Birthdate: _____ SSN: _____

Residence Address:

750 Flave Pierce Rd. Mobile AL 36608

Address City State Zip code

Telephone Number: 251 4066592 Driver's License #: _____

Residing in Mobile County: Years: 20 Months: _____

U.S. Citizenship: Yes ✓ No _____

I attest, under penalty of perjury that I am:

✓ A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A _____)

_____ an alien authorized to work until ___/___/___
(Alien # or Admission # _____)

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

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. _____ Other: (please specify) Sole Proprietor

Business Address: _____
(If different from address provided in Part I)

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

Name	Title	Address	Amount of Stock Held (if any)
Anthony Simon	Owner	760 Flave Pierce Rd Mobile, AL 36608	

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

Name	Date	Amount	Location	Disposition
Anthony Simon	4/07/2023	1469.00	Mobile Probate	Court Cost

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

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

Location of terminal/depot or stand & stables: 760 Flave Pierce Rd 653 Mobile AL 36608

What will be your days and hours of operation? As needed 7 days a week

How many vehicles (carriages) do you intend to operate? 1-2
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Gmc Yukon LXT	Year: 2009	Model: Yukon LXT
Make:	Year:	Model:
Make:	Year:	Model:

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

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

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant's Signature

NAME OF ENTITY:

Far Westside Limo & Shuttle Service

By: _____
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 20 **DAY OF** April, 2023

Notary Public

STATE OF ALABAMA NOTARY PUBLIC
LANA PAFENBACH-GAUTHIER
My Commission Expires
April 28, 2025

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

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

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

NAME: Anthony D Simon

Date of Birth: 29 July 1958 Security #: 419 88 9885

Present Address 760 Five Pecan Rd. 653 Mobile AL 36608

Home Phone Number: 251 406 6592 Work Phone Number: 251 406 6592

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

Present Employer and Address:

Present Position/Title: Retired

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

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION

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

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

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

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

Anthony D Simon
Signature

18 April 2023
Date Signed

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

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: ANTHONY D SIMON

Nickname(s) or Maiden Name: _____

Current Address: 750 FLAVE Pierce Rd. G53 Mobile, AL 36608

Previous Address: 1970 Leroy Stevens Rd. Mobile, AL 36695

Personal Description:

Height: 6'2"

Weight: 260

Hair Color: BLK/GRAY

Eye Color: BROWN

Social Security Number: [redacted]

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

Anthony D. Simon
Signature

18 APRIL 2023
Date signed

Personal Data Report

General Descriptors

Name:	SIMON, ANTHONY DEMETRIUS		
Address:	750 FLAVE PIERCE ROAD MOBILE ALABAMA 36608	**Nick Name:**	
Phone:	251-406-6592		
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	
Sex:	M	**Age:**	64
Weight:	248	**Eyes:**	BROWN
Height:	6'02"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Identifying Numbers

DL State: AL	**DL #**	**DL Type:** D	**SSN**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY:
DATE: 4/18/2023